



Agenda

**REGULAR MEETING
GOVERNING BODY
CITY OF LENEXA, KANSAS
17101 W. 87th STREET PARKWAY**

**SEPTEMBER 6, 2022
7:00 PM
COMMUNITY FORUM**

CALL TO ORDER Pledge of Allegiance

ROLL CALL

APPROVE MINUTES August 16, 2022 City Council meeting draft minutes
(located in the Appendix)

**MODIFICATION OF
AGENDA**

PROCLAMATIONS

Fetal Alcohol Spectrum Disorders Awareness Month
Suicide Prevention Month
Constitution Week - Sept. 16-22

CONSENT AGENDA

Item Numbers 1 through 8

All matters listed within the Consent Agenda have been distributed to each member of the Governing Body for review, are considered to be routine, and will be enacted by one motion with no separate discussion. If a member of the Governing Body or audience desires separate discussion on an item, that item may be removed from the Consent Agenda and placed on the regular agenda.

1. Change order to the contract with Pyramid Contractors, Inc. for the Little Mill Creek Trail Tunnel Project

Under contract provisions for the Little Mill Creek Trail Tunnel Project, Change Order No. 2 provides for an incentive payment of \$150,000 to Pyramid Contractors, Inc. for opening 87th Street Parkway to traffic ahead of schedule.

2. Bid award to Wildcat Construction Company, Inc. for the 99th Street & Canyon Creek Boulevard Intersection Improvement Project

This project will construct a traffic signal at the intersection of 99th Street &

Canyon Creek Boulevard. Wildcat Construction Company, Inc. bid \$474,972 for the project.

3. Resolution authorizing certain employees and officers to act as agents for the City to transact business with authorized financial institutions and repealing Resolution 2022-041

Currently, there are multiple Finance Department employees responsible for processing financial transactions, on the City's behalf, with authorized financial institutions. Due to staffing changes in the department, the City is required to update the signature cards and authorizations for its commercial deposit accounts.

4. Resolution authorizing certain employees to take necessary and appropriate action, to make inquiries, and to receive notices regarding the Municipal Investment Pool on behalf of the City and repealing Resolution 2022-042

Due to staffing changes in the Finance Department, the City is required to modify the employee authorizations for its State of Kansas Municipal Investment Pool (MIP) account. The MIP requires the modifications to be authorized by City Council resolution.

5. Resolution authorizing the Mayor to execute an agreement with Swagit Productions, LLC for video recording services

The City will begin recording and posting videos of all 24 regularly scheduled business meetings of the City Council beginning January 3, 2023. To facilitate video production and agenda software/website integration, the City plans to execute an agreement with Swagit Productions, LLC to provide video recording and indexing services, as well as closed captioning services for City Council meeting videos. The initial cost is \$72,005 for implementation and a monthly fee of \$1,740 to record and provide closed captioning services for up to 25 City Council meetings per year.

6. Resolution approving and authorizing the Mayor to execute a purchase agreement with Conrad Fire Equipment, Inc. for the purchase of a fire truck

This purchase agreement is for a 2022 Pierce Enforcer Mid-Mount Aerial fire truck. The contract amount is \$1,933,837.25.

7. Resolution consenting to the enlargement of the Consolidated Main Sewer District of Johnson County, Kansas to include property located southwest of 83rd Street & Cedar Niles Road

The Consolidated Main Sewer District of Johnson County, Kansas has

requested consent to enlarge its sanitary sewer system to serve Stoneridge, First Plat.

8. Resolution authorizing the sale, possession, and consumption of alcohol at the 2022 Lenexa Chili Challenge

In order to permit the sale, possession, and consumption of alcohol at the 2022 Lenexa Chili Challenge, the City must adopt a resolution that approves the consumption of alcoholic liquor at the event, designates the boundaries of the event where alcohol may be consumed, and identifies the public streets to be closed. The resolution will also approve the Rotary Club of Lenexa as the designated vendor to sell alcohol at the event.

END OF CONSENT AGENDA

NEW BUSINESS

9. Resolution authorizing the Mayor to execute a Presenting Sponsorship agreement for the Black Hoof Disc Golf Complex

The City is designing and constructing a disc golf course complex at Black Hoof Park that will include an 18-hole course and a 9-hole course. To offset costs associated with the construction, operation, and maintenance of the Disc Golf Complex, the City desires to enter an agreement with Henderson Engineers, Inc., The Kansas Flying Disc Association, Rich Smith, Kevin Lewis, and Jason Wollum to set forth benefits and obligations associated with their donation to the Lenexa Foundation.

BUSINESS FROM FLOOR

Comments will be accepted from the audience on items not listed on the agenda. Please limit remarks to a maximum of five (5) minutes per person/issue.

COUNCILMEMBER REPORTS

STAFF REPORTS

ADJOURN

APPENDIX

10. August 16, 2022 City Council meeting draft minutes

11. Fetal Alcohol Spectrum Disorders Awareness Month Proclamation
12. Suicide Prevention Month Proclamation
13. Constitution Week Proclamation
14. Item 5 -- Swagit Productions, Inc. Agreement
15. Item 6 -- Fire Truck Purchase Agreement
16. Item 9 -- Presenting Sponsorship Agreement

Dist. Governing Body; Management Team; Agenda & Minutes Distribution List

IF YOU NEED ANY ACCOMMODATIONS FOR THE MEETING, PLEASE CONTACT THE CITY ADA COORDINATOR, 913/477-7550. KANSAS RELAY SERVICE 800/766-3777. PLEASE GIVE 48 HOURS NOTICE



**CITY COUNCIL
MEMORANDUM**

ITEM 1

SUBJECT: Change order to the contract with Pyramid Contractors, Inc. for the Little Mill Creek Trail Tunnel Project

CONTACT: Tim Green, Deputy Community Development Director

DATE: September 6, 2022

ACTION NEEDED:

Approval of a change order to the contract with Pyramid Contractors, Inc. ("Pyramid") for the Little Mill Creek Trail Tunnel Project.

PROJECT BACKGROUND/DESCRIPTION:

To encourage the best efforts in meeting or exceeding construction schedules and minimize the interruption to normal traffic flow along 87th Street Parkway, the contract with Pyramid included Special Condition SC-3 Incentive/Disincentive. Pyramid reopened 87th Street Parkway to traffic after five days of full closure and did not utilize any continuous lane closures, so they are entitled to the maximum incentive for both conditions. This incentive was accounted for in the adopted project budget.

Special Condition	Incentive	Days Unused	Total Reimbursement
Full closure of 87th Street Parkway	\$20,000 for every day less than 10 days (max. \$100,000)	5	\$100,000
Continuous 24-hour lane closures	\$5,000 for every day less than 10 days (max. \$50,000)	10	\$50,000

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

Current Construction Contract:	\$1,793,300
Change Order No. 2:	\$150,000
New Construction Contract Total:	\$1,943,300

This project is funded by:

KDOT Cost Share Program funding	\$1,075,000
City Share (Capital Improvement Fund & Stormwater Fund)	\$1,655,040

STAFF RECOMMENDATION:

Approval of the change order.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Healthy People

Vibrant Neighborhoods

Integrated Infrastructure & Transportation

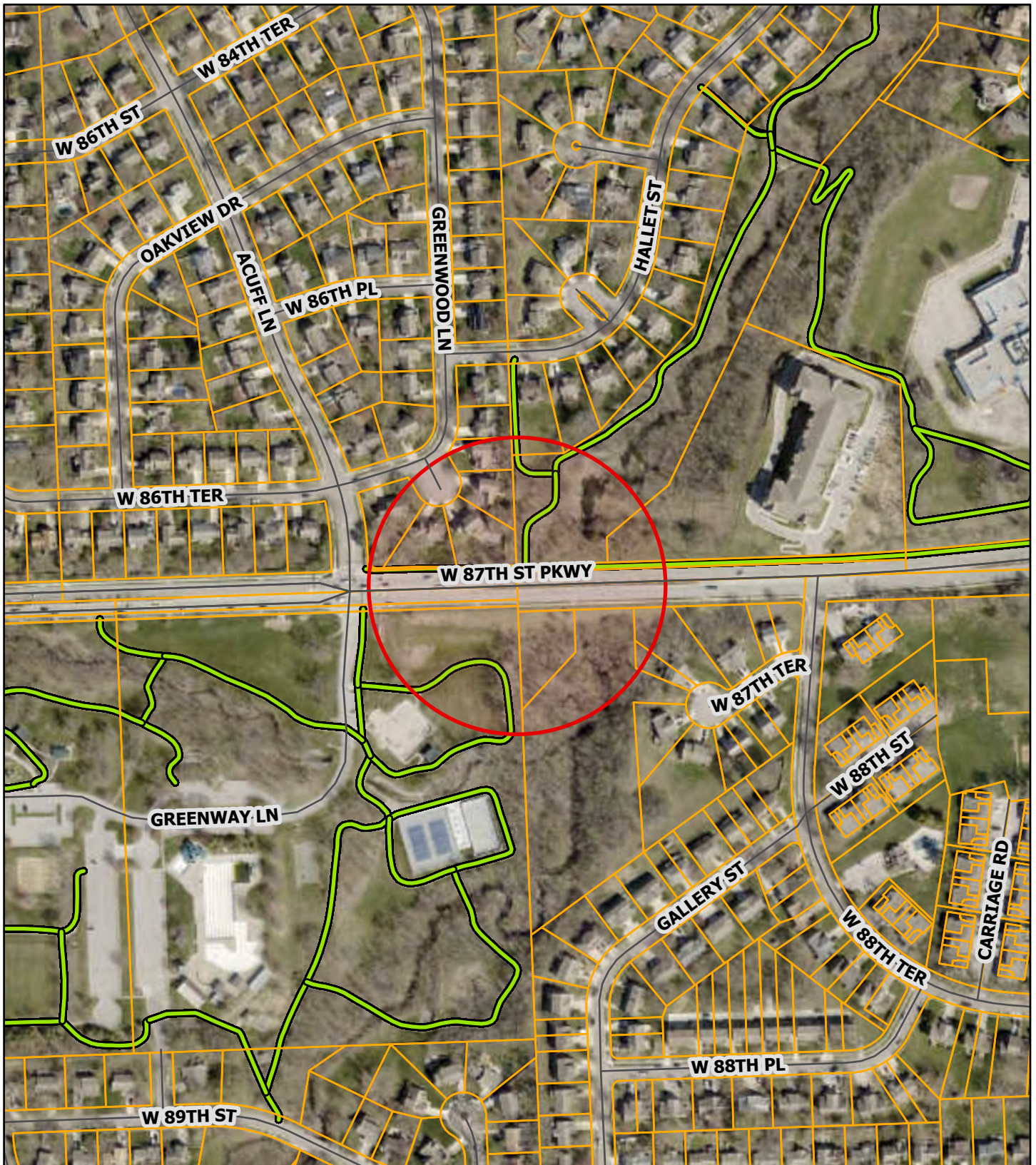
Guiding Principles

Superior Quality Services

Strategic Community Investment

ATTACHMENTS

1. Map
2. Change Order



Data Source: City of Lenexa and Johnson County Kansas
For further information, please call 913-477-7500

Little Mill Creek Trail Crossing



0 150 300 600 Feet



CONSTRUCTION CHANGE ORDER FORM

PO: 2200087

17101 W. 87TH STREET PARKWAY · LENEXA, KANSAS 66219 · PH. (913) 477-7500 FAX (913) 477-7730 · WWW.LENEXA.COM

Date: 8/16/2022

Change Order Request # 2

Project Manager: Ben Clark

Project Number: 60116.2530.3545

Project Name and Location: Little Mill Creek Trail Tunnel under 87th Street Parkway

Contractor Name: Pyramid Contractors Incorporated

Reason for change order (Check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Unforeseen Conditions | <input type="checkbox"/> Utility Conflict |
| <input type="checkbox"/> Design Omission | <input type="checkbox"/> Work to accommodate another project |
| <input checked="" type="checkbox"/> Scope Change (City Initiated) | <input type="checkbox"/> Scope Change (Contractor Initiated) |
| <input checked="" type="checkbox"/> Other | <input type="checkbox"/> Quantity Error |

Urgency of Change Order:

- | |
|---|
| <input type="checkbox"/> Contractor cannot proceed with any project work until change order is approved. |
| <input type="checkbox"/> Contractor cannot proceed with major project work, but can continue work. |
| <input checked="" type="checkbox"/> Contractor can proceed with all work except the immediate portion affected by the change order. |
| <input type="checkbox"/> Contractor must proceed with work before the change order can be approved. |
| <input type="checkbox"/> Change order is desirable, but not absolutely necessary to complete the project. |

Contract Summary:

The original Contract Sum was:	\$1,793,300.00
Net change by previously authorized Change Orders:	\$0.00
The Contract Sum prior to this Change Order was:	\$1,793,300.00
The Contract Sum will be modified by this Change Order in the amount of:	\$150,000.00
The new Contract Sum will be:	\$1,943,300.00
% <u>Increase</u> (decrease) from current contract amount:	8%
The Contract Time will be increased (decreased) by:	0 days

Sufficient budget available to cover the requested change order?

☒ YES☐ NO**Additional Required Approval:**

Governing Body Approval Required:

☒ YES☐ NO*Contracts \$0 to \$1,000,000: Change Orders greater than or equal to \$50,000**Contracts \$1,000,000 to \$3,000,000: Change Order increases contract by greater than 5%**Contracts greater than \$3,000,000: Change Order greater than or equal to \$150,000*

Administrative Team Member Approval Required: ≤ \$20,000

☐ YES☒ NO

City Manager Approval Required: None of the above criteria apply

☐ YES☒ NO

*The change order dollar thresholds listed above are non-cumulative

Description of work to accomplish the change order:

(Attach appropriate backup material necessary to document the requested change order)

ITEM NO. 1 Construction - Incentive - 1 LS @ \$150,000

\$150,000.00

In order to encourage best efforts in meeting or exceeding construction schedules and thus minimize reduction of normal traffic flow along 87th Street Parkway, the contract included Special Condition SC-3 Incentive/Disincentive. This Special Condition provided an incentive of \$20,000 per day with a maximum incentive of \$100,000 for the full closure of 87th Street Parkway and provided an incentive of \$5,000 per day with a maximum incentive of \$50,000 for continuous lane closures (24-hour).

Pyramid Contractors, Inc. re-opened 87th Street Parkway to traffic after 5 days of full closure and did not utilize the continuous lane closures.

TOTAL CHANGE ORDER:


\$150,000.00


Approved:


Ben Clark
Project Manager

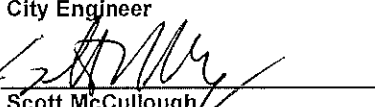

Date

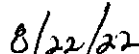
Approved:


Tim Green, P.E.
City Engineer


Date

Approved:

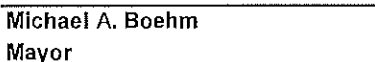

Scott McCullough
Community Development Director


Date

APPROVED AS TO FORM:

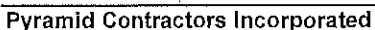

Steven ShROUT, Assistant City Attorney

Approved:


Michael A. Boehm
Mayor


Date

Approved:


Pyramid Contractors Incorporated


Date



**CITY COUNCIL
MEMORANDUM**

ITEM 2

SUBJECT: Bid award to Wildcat Construction Company, Inc. for the 99th Street & Canyon Creek Boulevard Intersection Improvement Project

CONTACT: Tim Green, Deputy Community Development Director

DATE: September 6, 2022

ACTION NEEDED:

Award the bid to Wildcat Construction Company, Inc. ("Wildcat") for the 99th Street and Canyon Creek Boulevard Intersection Improvement Project.

PROJECT BACKGROUND/DESCRIPTION:

This project will construct a traffic signal at the intersection of 99th Street & Canyon Creek Boulevard with associated ADA ramps, street lighting, and pavement markings.

Detailed plans were prepared by Olsson, Inc., and sealed bids were opened on August 18, 2022, with the following results:

Engineer's estimate	\$448,680.50
Wildcat Construction Company, Inc.*	\$474,972.00
Capital Electric Line Builders, Inc.	\$583,382.50
Sosaya Electrical Construcion	\$586,244.50
Teague Electric Company	\$677,418.80

*low bidder

The low bid exceeded the engineer's estimate by 5.85%. Staff believes it is in the City's best interest to award the bid to Wildcat, as their bid was \$108,410.50 below the next lowest bid. City staff has worked with Wildcat on numerous other projects and have had good experience with the quality of work.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

The project will be funded by the Capital Improvement Fund (Project No. 60100).

STAFF RECOMMENDATION:

Award the bid.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

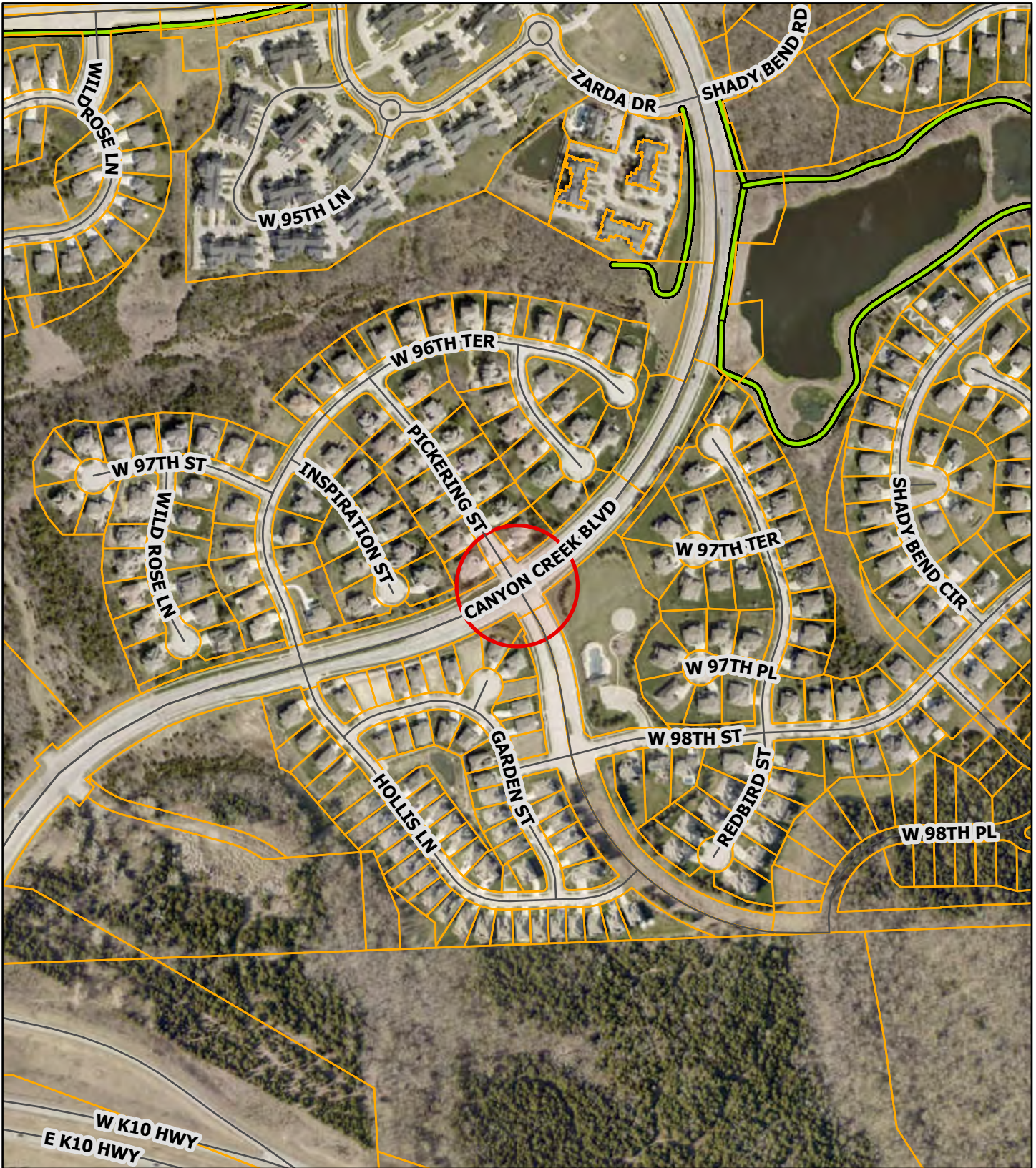
Integrated Infrastructure & Transportation

Guiding Principles

Strategic Community Investment

ATTACHMENTS

1. Map



Data Source: City of Lenexa and Johnson County Kansas
For further information, please call 913-477-7500

99th St. & Canyon Creek Blvd. Intersection Improvement Project



0 200 400 800
Feet



**CITY COUNCIL
MEMORANDUM**

ITEM 3

SUBJECT: Resolution authorizing certain employees and officers to act as agents for the City to transact business with authorized financial institutions and repealing Resolution 2022-041

CONTACT: Nate Blum, Chief Financial Officer

DATE: September 6, 2022

ACTION NEEDED:

Adopt a resolution authorizing certain employees and officers to act as agents for the City to transact business with authorized financial institutions and repealing Resolution 2022-041.

PROJECT BACKGROUND/DESCRIPTION:

Multiple Finance Department employees are responsible for processing City financial transactions with authorized financial institutions. Due to staffing changes in the department, staff has prepared the proposed resolution removing Lisa Cline, Sr. Budget and Financial Analyst, and adding Nathan Mull, Deputy Chief Financial Officer. If the proposed resolution is adopted, the following individuals will be authorized to transact City business with authorized financial institutions:

- Nate Blum, Chief Financial Officer
- Nathan Mull, Deputy Chief Financial Officer
- Megan Sterling, Accounting Manager

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Guiding Principles

Prudent Financial Management

ATTACHMENTS

1. Resolution

RESOLUTION NO. 2022-_____

A RESOLUTION AUTHORIZING CERTAIN EMPLOYEES AND OFFICERS TO ACT AS AGENTS TO TRANSACT BUSINESS WITH AUTHORIZED FINANCIAL INSTITUTIONS AND REPEALING RESOLUTION 2022-041.

WHEREAS, during its regular course of business, the City's Finance Department conducts financial transactions with multiple financial institutions, many of which are necessary for the City to comply with state law requirements; and

WHEREAS, state law requires the City offer available funds for deposit to local financial institutions complying with the City's Investment Policy ("Authorized Financial Institutions"); and

WHEREAS, The City designates, through a formal selection process, a financial institution as its official depository ("Official Depository") for the transaction of City business, including but not limited to, the issuance of checks, drafts and other negotiable instruments; and

WHEREAS, each financial institution doing business with the City requires corporate resolutions, signature cards, and other documents verifying the authorization of certain employees and officers to perform financial transactions on behalf of the City; and

WHEREAS, in the interest of the efficient exercise of public business, the City Council finds and determines it is in the City's best interest to designate and authorize specific City employees and officers to act as the City's agent to transact the financial business of the City.

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

SECTION ONE: The City of Lenexa, Kansas (the "City"), a municipal corporation, does hereby authorize and designate Rebecca Yocham, City Manager, Nate Blum, Chief Financial Officer, Nathan Mull, Deputy Chief Financial Officer, and Megan Sterling, Accounting Manager, to act as agents of the City to perform investment transactions on behalf of the City, including but not limited to such acts as drawing or endorsing all checks, drafts, notes and other items payable to or owned by the City for deposit with an Authorized Financial Institution, or for collection or discount by an Authorized Financial Institution; to accept drafts and other items payable at the Authorized Financial Institution; and to make wire transfers, authorize certificates of deposits, and other financial transactions as reasonably necessary to carry out the investment business of the City.

SECTION TWO: The Mayor, as provided in City Code Section 1-2-A-1, the City Manager, and the Chief Financial Officer are authorized to sign all drafts, orders, and other items drawn on a City account at the Official Depository of the City.

SECTION THREE: Where permitted by law, stamped, electronic, or digital signatures of these individuals may be accepted as original signatures.

SECTION FOUR: Resolution 2022-041 is hereby repealed.

SECTION FIVE: The authority conferred by this Resolution shall remain in full force and effect until this Resolution is amended or repealed, or actual written notice has been provided to the Authorized Financial Institution that an individual's authority under this Resolution has been revoked. Any such notice shall not affect any items in process at the time such notice is given.

SECTION SIX: The Mayor is hereby authorized to execute any corporate banking resolutions or other documents in addition to this Resolution that may be required by any Authorized Financial Institution to verify the authority of the above designated individuals to act as agents of the City to conduct financial or investment transactions.

SECTION SEVEN: This Resolution shall become effective upon passage.

ADOPTED by the Lenexa City Council on September 6, 2022.

SIGNED by the Mayor on September 6, 2022.

CITY OF LENEXA, KANSAS

[SEAL]

Michael A. Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Sean McLaughlin, City Attorney



**CITY COUNCIL
MEMORANDUM**

ITEM 4

SUBJECT: Resolution authorizing certain employees to take necessary and appropriate action, to make inquiries, and to receive notices regarding the Municipal Investment Pool on behalf of the City and repealing Resolution 2022-042

CONTACT: Nate Blum, Chief Financial Officer

DATE: September 6, 2022

ACTION NEEDED:

Adopt a resolution authorizing certain employees to take necessary and appropriate action, to make inquiries, and to receive notices regarding the Municipal Investment Pool (MIP) on behalf of the City and repealing Resolution 2022-042.

PROJECT BACKGROUND/DESCRIPTION:

The State of Kansas offers an investment pool as a voluntary investment alternative for local governments in Kansas. Due to staffing changes in the Finance Department, staff has prepared the proposed resolution to update the MIP.

Remove

- Lisa Cline, Sr. Budget and Financial Analyst

Add

- Nathan Mull, Deputy Chief Financial Officer

There is no change to the authorization for Megan Sterling, Accounting Manager, and Nate Blum, Chief Financial Officer, as they will remain on the City's MIP account.

The Municipal Investment Pool requires the modifications to be authorized by City Council resolution.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Guiding Principles

Prudent Financial Management

ATTACHMENTS

1. Resolution

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CERTAIN EMPLOYEES AND OFFICERS TO TAKE NECESSARY AND APPROPRIATE ACTION, TO MAKE INQUIRIES, AND TO RECEIVE NOTICES REGARDING THE MUNICIPAL INVESTMENT POOL (“MIP”) AND REPEALING RESOLUTION 2022-042.

WHEREAS, the City has established an MIP account, and has designated certain individuals with authority to take action with respect to the fund as it impacts the City; and

WHEREAS, the City deems it necessary to occasionally review and amend the employee designations; and

WHEREAS, the City now desires to repeal Resolution No. 2022-042, and revise the designations, make additional clarifications, and change the authority set forth in said Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LENEXA, KANSAS:

SECTION ONE: The City of Lenexa, Kansas (the “City”), a municipal corporation, approves the establishment and/or continuance of a municipal investment pool (“MIP”) account(s).

SECTION TWO: The following individuals, whose signatures appear directly below, are employees of the City and are each hereby authorized to transfer funds to the State of Kansas for investment in the MIP and are each further authorized to withdraw funds from time to time, to issue letters of instructions, and to take all other actions deemed necessary or appropriate for the investment of local funds:

Nate Blum,
Chief Financial Officer

Nathan Mull,
Deputy Chief Financial Officer

[signature]

[signature]

Megan Sterling,
Accounting Manager

[signature]

SECTION THREE: The following individuals, whose signatures appear directly below, are employees of the City and are each hereby authorized to make inquiries into the status of the account(s) of the City.

Rebecca Yocham,
City Manager

Nate Blum,
Chief Financial Officer

[signature]

[signature]

SECTION FOUR: Notices required by the Pooled Money Investment Board's Municipal Investment Pool Participation Policy shall be provided to:

Nate Blum, Chief Financial Officer
City of Lenexa, Kansas
17101 W. 87th Street Parkway
Lenexa, KS 66219
(913) 477-7544
(913) 477-7586 / fax

SECTION FIVE: Resolution No. 2022-042 is hereby repealed.

SECTION SIX: The Mayor is hereby authorized to execute this Resolution, with a copy to be transmitted by the Finance Director to the State upon adoption by the City Council.

SECTION SEVEN: This Resolution shall become effective immediately upon passage by the City Council.

ADOPTED by the City Council this 6th day of September, 2022.

SIGNED by the Mayor this 6th day of September, 2022.

CITY OF LENEXA, KANSAS

[SEAL]

By: _____
Michael A. Boehm, Mayor

Attest:

Jennifer Martin, City Clerk

Approved As To Form:

Sean McLaughlin, City Attorney



**CITY COUNCIL
MEMORANDUM**

ITEM 5

SUBJECT: Resolution authorizing the Mayor to execute an agreement with Swagit Productions, LLC for video recording services

CONTACT: Jerry Swingle, Director of Information Technology

DATE: September 6, 2022

ACTION NEEDED:

Adopt a resolution authorizing the Mayor to execute an agreement with Swagit Productions, LLC ("Swagit") for video recording services.

PROJECT BACKGROUND/DESCRIPTION:

This agreement will allow the City to provide fully indexed, closed-captioned video recordings of the Lenexa City Council meetings. Swagit will augment the current audio-visual system in the Community Forum by adding additional cameras and video encoding equipment to allow remote video production. The recordings will be integrated into the City's current agenda management system for the general public to search and view specific agenda items the day after the public meeting on the City's website.

Swagit's managed services division will provide remote production services that include video control switching so the viewer of recorded meetings may see any materials (Adobe, PowerPoint, etc.) presented on the screen during the meeting. Swagit's managed services division will also provide a fully indexed link to that recording with optional closed captioning. Users can view a list of meetings chronologically, and once in a selected meeting, the user can hyperlink to indexed points in the agenda for viewing.

The proposed agreement includes up to 25 meetings per year. The agreement also provides 120 hours of additional specialty content the City can upload in-house with City staff producing the content. The City will post its first recording after the January 3, 2023 City Council meeting.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

Initial Streaming Video Hardware and Avior Broadcast System will be funded from the 2022 General Reserve budget:

Streaming Video Hardware (Hardware/Software/Installation)	\$15,195
Avior Broadcast System (Hardware/Installation)	\$56,810
Total	\$72,005

Streaming Video Monthly Managed Services for \$1,740 per month (25 meetings + closed captioning) will be funded from the 2023 Non-Departmental budget.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Guiding Principles

Superior Quality Services
Strategic Community Investment

ATTACHMENTS

1. Resolution
2. Agreement located in the Appendix

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR VIDEO STREAMING SERVICES WITH SWAGIT PRODUCTIONS, LLC

WHEREAS, the City of Lenexa, Kansas ("City") desires to obtain video streaming services for certain public meetings starting 2023; and

WHEREAS, the Swagit Productions, LLC ("Swagit") provides video streaming services and equipment; and

WHEREAS, the City and Swagit desire to enter into an Agreement for Video Streaming Services ("the Agreement") for an initial one (1) year term with up to four (4) additional one-year terms; and

WHEREAS, both parties have reviewed and accepted the terms and conditions of the Agreement and associated documents.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LENEXA, KANSAS:

SECTION ONE: The City of Lenexa, Kansas, a municipal corporation, does hereby approve and authorize the Mayor to execute an Agreement for Video Streaming Services with Swagit Productions, LLC, as approved by the City Attorney.

SECTION TWO: This Resolution shall become effective upon passage.

ADOPTED by the City Council this 6th day of September, 2022.

SIGNED by the Mayor this 6th day of September, 2022.

CITY OF LENEXA, KANSAS

ATTEST:

Michael A. Boehm, Mayor

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Sean McLaughlin, City Attorney



**CITY COUNCIL
MEMORANDUM**

ITEM 6

SUBJECT: Resolution approving and authorizing the Mayor to execute a purchase agreement with Conrad Fire Equipment, Inc. for the purchase of a fire truck

CONTACT: Bob Welch, Battalion Chief of Logistics

DATE: September 6, 2022

ACTION NEEDED:

Adopt a resolution approving and authorizing the Mayor to execute a purchase agreement with Conrad Fire Equipment, Inc. for the purchase of a fire truck.

PROJECT BACKGROUND/DESCRIPTION:

The 2022-2026 Capital Improvement Program (CIP) includes authorization to purchase a Pierce Enforcer Mid-Mount Aerial fire truck in FY 2024. However, due to significant lead times in manufacturing fire trucks, which are currently 28 months, staff is requesting authorization to place the order now to maximize the possibility of actually receiving the truck in 2024.

This truck will replace fleet #9502, a 2012 tractor drawn, Class “A” tiller truck with a 105-foot aerial ladder, as a front-line truck. Fleet #9502 will remain in service and be reassigned to reserve status. Fleet #950, a 2002 Class “A” rear-mount platform truck with a 95-foot aerial ladder, will be traded/sold as part of this agreement.

This fire truck was chosen for the following reasons:

- Adding a mid-mount platform to the fleet will enhance tactical capabilities, specifically in terms of rescue efforts. The platform, or bucket, will increase the efficiency of removing occupants from a building when other means of egress are compromised.
- Purchasing from Conrad Fire Equipment (located in Olathe, Kansas) provides local availability of repair parts and authorized manufacturer repair/service.
- Lenexa Municipal Service fleet mechanics have specialized training to repair Pierce fire trucks.
- It is a high-quality product and Pierce stands behind their workmanship. The fire trucks have a service life of 16-20 years. The Fire Department forecasts a newly purchased truck will spend 8-10 years in front-line status and then an additional 8-10 years in reserve status before being decommissioned.

The fire truck's availability and pricing are secured through a cooperative purchasing contract between the Houston-Galveston Area Council and Pierce Manufacturing, Inc. (the “HGAC” contract). The City, while taking advantage of the preferred pricing under the HGAC contract, is entering into an independent and

negotiated Purchase Agreement with Conrad Fire Equipment, Inc., that will govern the terms of this purchase.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

This purchase is included in the 2022-2026 CIP (Project No. 10037).

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040
Healthy People

Guiding Principles
Superior Quality Services

ATTACHMENTS

- 1. Conceptual Rendering
- 2. Resolution
- 3. Agreement located in the Appendix



RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT WITH CONRAD FIRE EQUIPMENT, INC. FOR THE PURCHASE OF A FIRE TRUCK

WHEREAS, the Fire Department is consistently updating and replacing its capital equipment as necessary in order to best serve the City's residents and visitors; and

WHEREAS, the 2022-2026 Capital Improvement Program includes authorizing the purchase of a fire truck in FY 2024; and

WHEREAS, due to significant manufacturing lead times, the Fire Department needs to place an order now to maximize the possibility of actually receiving the truck in 2024; and

WHEREAS, the Fire Department desires to purchase a Pierce Manufacturing ("Pierce") Enforcer Mid-Mount Aerial fire truck (the "Fire Truck"); and

WHEREAS, the Fire Truck is replacing, and similar to, front-line fleet #9502, a 2012 tractor drawn, Class "A" tiller truck with a 105-foot aerial ladder, which will remain in service but be reassigned to reserve status due to age; and

WHEREAS, Fleet #950, a 2002 Class "A" rear-mount platform, 95-foot aerial ladder truck, will be traded/sold as part of this agreement due to age; and

WHEREAS, the Fire Department believes that the Fire Truck is the best available apparatus for a number of reasons including, but not limited to, the design with enhance technical rescue capabilities, historical performance and experience with Pierce trucks, local availability of repair and service, in-house training on repair of Pierce trucks, and competitive pricing; and

WHEREAS, Conrad Fire Equipment, Inc. and the City have read and understand the terms and conditions of the Purchase Agreement ("Agreement"), which is attached hereto as Exhibit "A", and made a part hereof by reference, and agree to be bound thereby.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LENEXA, KANSAS:

SECTION ONE: The City of Lenexa, Kansas, a municipal corporation, does hereby approve and authorize the Mayor to execute the Purchase Agreement which is attached hereto as Exhibit "A" and made a part hereof by reference. Further, the City Manager is hereby authorized to execute all other forms and documents, on forms acceptable to the City Attorney, required to carry out the terms of this Agreement.

SECTION TWO: This Resolution shall become effective upon adoption by the Governing Body.

ADOPTED by the City Council this 6th day of September, 2022.

SIGNED by the Mayor this 6th day of September, 2022.

CITY OF LENEXA, KANSAS

[SEAL]

Michael A. Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

MacKenzie C. Harvison, Deputy City Attorney



**CITY COUNCIL
MEMORANDUM**

ITEM 7

SUBJECT: Resolution consenting to the enlargement of the Consolidated Main Sewer District of Johnson County, Kansas to include property located southwest of 83rd Street & Cedar Niles Road

CONTACT: Steven Shrout, Assistant City Attorney

DATE: September 6, 2022

ACTION NEEDED:

Adopt a resolution consenting to the enlargement of the Consolidated Main Sewer District of Johnson County to include property located southwest of 83rd Street & Cedar Niles Road.

PROJECT BACKGROUND/DESCRIPTION:

Johnson County Charter Resolution No. 29-92 requires the county to get the City's consent to any proposed enlargements to the Consolidated Main Sewer District of Johnson County, Kansas ("CMSD"). The CMSD has requested consent to enlarge its sanitary sewer system in a 44.48-acre area southwest of 83rd Street & Cedar Niles Road. The proposed enlargement will serve Stoneridge, First Plat. City staff has reviewed this request and does not object to the requested enlargement.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Integrated Infrastructure & Transportation

Guiding Principles

Strategic Community Investment




ATTACHMENTS

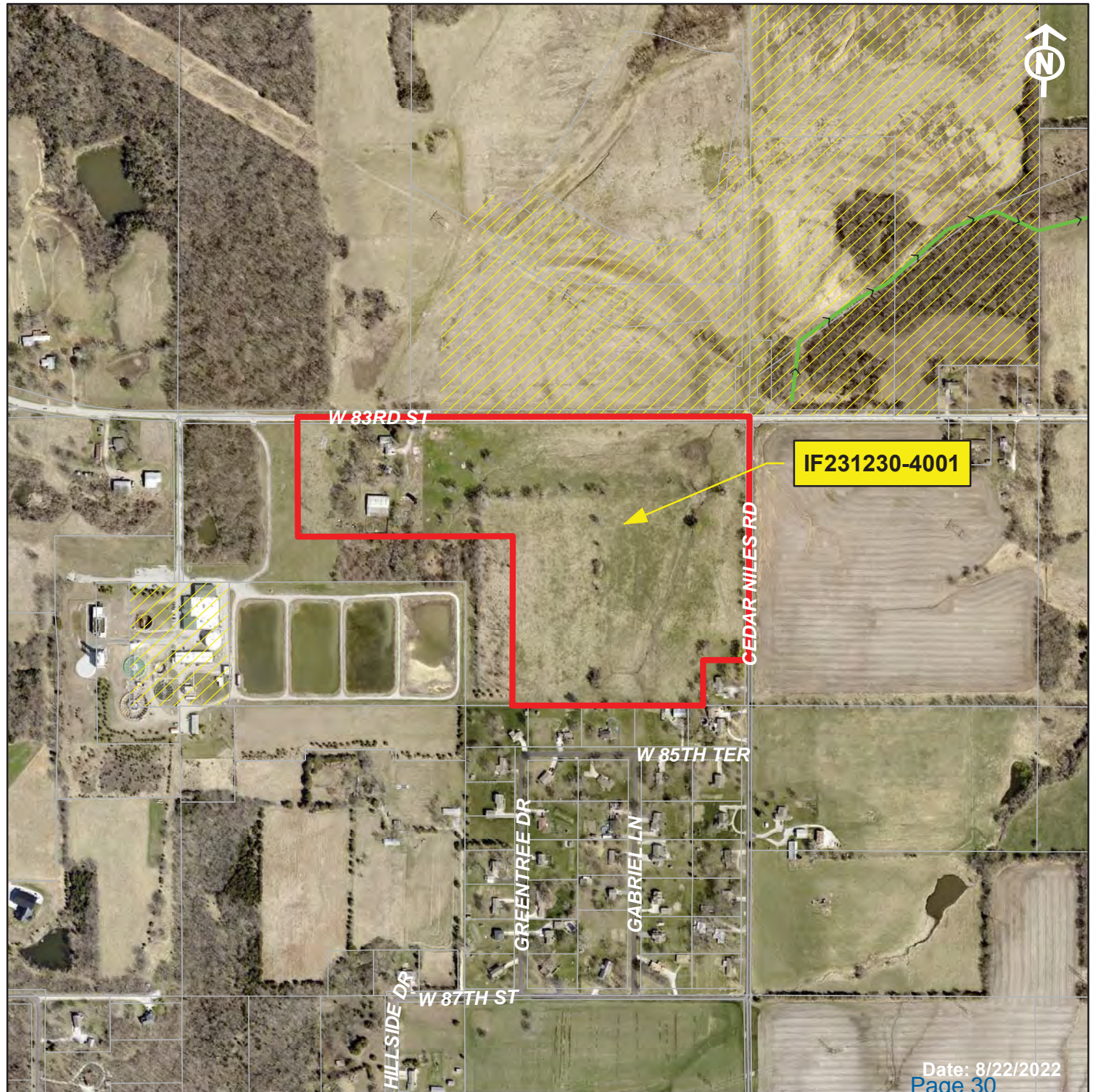
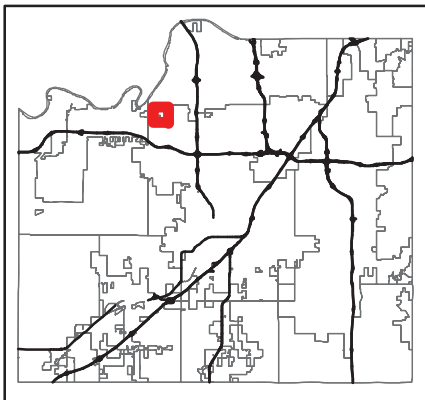
1. Map
2. Resolution
3. Exhibit

Owner:
Alpha Venture LLC

Property ID: IF231230-4001
Parcel Acreage: 44.48 acres

Land Use: Farming / ranch
operation (with improvements)

-  Subject Parcels
-  Current CMSD Boundary
- Sanitary Sewers**
-  Gravity Sewers



RESOLUTION NO. _____

A RESOLUTION CONSENTING TO THE ENLARGEMENT OF THE CONSOLIDATED MAIN SEWER DISTRICT OF JOHNSON COUNTY, KANSAS TO INCLUDE PROPERTY LOCATED SOUTHWEST OF WEST 83RD STREET AND CEDAR NILES ROAD.

WHEREAS, Johnson County, Kansas Charter Resolution No. 29-92 requires the Board of County Commissioners to obtain the City's consent before enlarging any sewer district within the City limits; and

WHEREAS, the Board of County Commissioners desires to expand the Consolidated Main Sewer District to include the approximately 44.48 acres; and

WHEREAS, the City consents to the proposed enlargement of the Consolidated Main Sewer District.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LENEXA, KANSAS:

SECTION ONE: The City consents to the proposed enlargement of the Consolidated Main Sewer District within the city limits of Lenexa, Kansas to include the property shown and described on Exhibit "A".

SECTION TWO: This Resolution shall become effective upon passage.

ADOPTED by the City Council this 6th day of September, 2022.

SIGNED by the Mayor this 6th day of September, 2022.

CITY OF LENEXA, KANSAS

[SEAL]

Michael A. Boehm, Mayor

Attest:

Jennifer Martin, City Clerk

Approved As To Form:

Steven D. Shrout, Assistant City Attorney

Exhibit A

CMSD District Enlargement Description

Sheet 1 of 2

Prepared 5/31/2022

DESCRIPTION:

All that part of the Southeast Quarter of Section 30, Township 12 South, Range 23 East, in the City of Lenexa, Johnson County, Kansas, described as follows:

Beginning at the Northeast corner of the Southeast Quarter of said Section 30; thence South 1 degree 48 minutes 30 seconds East, along the East line of the Southeast Quarter of said Section 30, a distance of 1122.17 feet; thence South 87 degrees 58 minutes 58 seconds West, a distance of 207.94 feet; thence South 1 degree 51 minutes 25 seconds East, a distance of 208.51 feet to a point on the North line of Gabriel Estates, a subdivision of land in the City of Lenexa, Johnson County, Kansas; thence South 88 degrees 03 minutes 03 seconds West, along the North line of said Gabriel Estates, a distance of 871.80 feet; thence North 1 degree 48 minutes 28 seconds West, a distance of 780.48 feet; thence South 88 degrees 01 minutes 53 seconds West, a distance of 986.84 feet; thence North 2 degrees 25 minutes 33 seconds West, a distance of 549.78 feet to a point on the North line of the Southeast Quarter of said Section 30; thence North 88 degrees 01 minutes 21 seconds East, along the North line of the Northeast Quarter of said Section 30, a distance of 2072.33 feet to the point of beginning, containing 44.48 acres, more or less.



CIVIL ENGINEERS
LAND SURVEYORS - LAND PLANNERS

122 N. WATER STREET
OLATHE, KANSAS 66061
PHONE: (913) 764-1076
FAX: (913) 764-8635

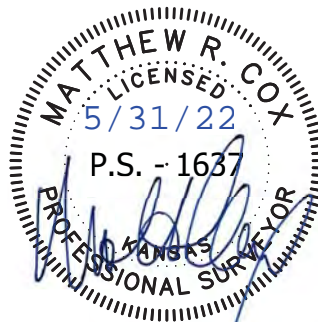
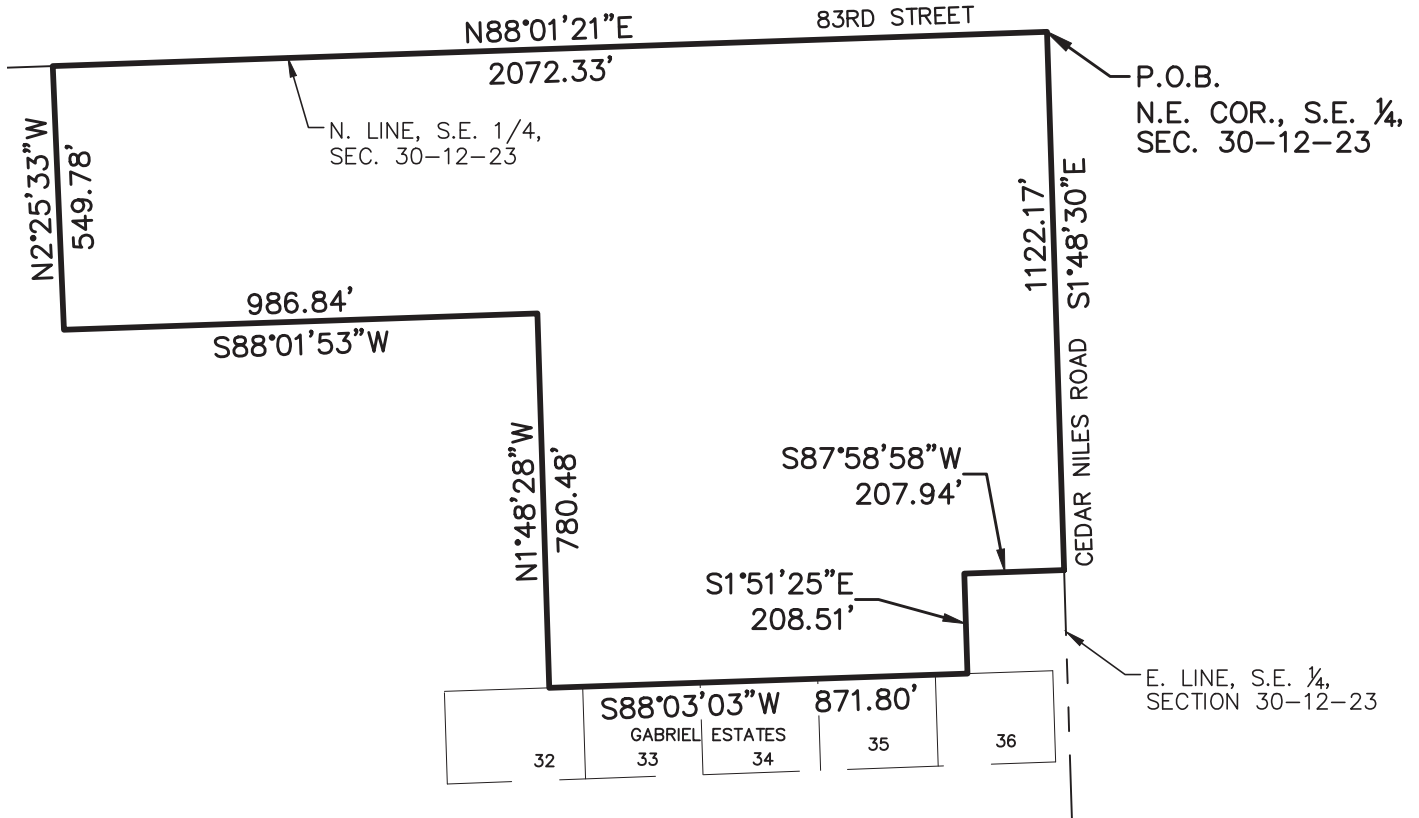
14 W. PEORIA
PAOLA, KANSAS 66071
PHONE: (913) 557-1076
FAX: (913) 557-6904

Exhibit A

Enlargement to the Consolidated Main Sewer District

Sheet 2 of 2

Prepared 5/31/2022



SCALE: 1"=400'



**CIVIL ENGINEERS
LAND SURVEYORS - LAND PLANNERS**

122 N. WATER STREET
OLATHE, KANSAS 66061
PHONE: (913) 764-1076
FAX: (913) 764-8635

14 W. PEORIA
PAOLA, KANSAS 66071
PHONE: (913) 557-1076
FAX: (913) 557-6904



**CITY COUNCIL
MEMORANDUM**

ITEM 8

SUBJECT: Resolution authorizing the sale, possession, and consumption of alcohol at the 2022 Lenexa Chili Challenge

CONTACT: Logan Wagler, Parks & Recreation Director
Steven Shrout, Assistant City Attorney
Alex Aggen, Assistant City Attorney

DATE: September 6, 2022

ACTION NEEDED:

Adopt a resolution authorizing the sale, possession, and consumption of alcohol at the 2022 Lenexa Chili Challenge.

PROJECT BACKGROUND/DESCRIPTION:

The City will host the 2022 Lenexa Chili Challenge on October 7th and 8th in Old Town Lenexa. The Rotary Club of Lenexa will provide and sell alcoholic beverages at the event. The boundary of the event will include a portion of the following streets:

- Santa Fe Trail Drive from Pflumm Road to Caenen Lake Road;
- 92nd Street from Haskins Street to Santa Fe Trail Drive; and
- Walnut Street from Pflumm Road to Haskins Street.

Pursuant to Kansas law, the local governing body is required to approve, by resolution, consumption of alcoholic liquor upon public streets, alleys, roads, sidewalks, or highways and authorize the closure of any applicable streets to vehicular traffic during the event. A temporary permit for the sale of alcoholic liquor must be obtained by each person or organization intending to sell alcoholic liquor at a special event by the Kansas Division of Alcoholic Beverage Control. As such, the Rotary Club of Lenexa is required to obtain a temporary permit in order to provide and sell alcoholic liquor at the event. In order for the Rotary Club to secure the temporary permit, the City needs to pass a resolution authorizing the consumption of alcoholic liquor on public streets closed as part of the Chili Challenge, and authorizing the closure of the aforementioned public streets from 7 AM on Friday, October 7, 2022 until 7 PM on Saturday, October 8, 2022.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040
Inviting Places

Guiding Principles
Extraordinary Community Pride

ATTACHMENTS

1. Map
2. Resolution

2022 LENEXA CHILI CHALLENGE ALCOHOL BOUNDARIES



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SALE, POSSESSION, AND CONSUMPTION OF ALCOHOL AT THE 2022 LENEXA CHILI CHALLENGE.

WHEREAS, the 2022 Lenexa Chili Challenge (“Chili Challenge”) will take place October 7 and 8, 2022 in Old Town Lenexa; and

WHEREAS, the City intends to contract with the Rotary Club of Lenexa to provide and sell alcohol at the Chili Challenge for consumption on the premises, including consumption on certain public streets, roads and sidewalks closed to vehicular traffic; and

WHEREAS, pursuant to K.S.A. 41-719, alcohol may be consumed on public streets, alleys, roads, sidewalks or highways as part of an event, so long as a temporary permit for the sale of alcoholic liquor has been issued by the State and the local governing body has approved the event and authorized the closure of any applicable streets to vehicular traffic during the special event; and

WHEREAS, in accordance with K.S.A. 41-719, the City desires to close certain streets, alleys, roads and sidewalks within the boundaries depicted on Exhibit A, attached hereto and incorporated herein by reference, to vehicular traffic and to allow the consumption of alcohol within said boundaries during the Chili Challenge.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LENEXA, KANSAS:

SECTION ONE: In accordance with K.S.A. 41-719, the Governing Body hereby authorizes the consumption of alcoholic liquor on public streets, alleys, roads, sidewalks or highways that are closed to vehicular traffic as part of the 2022 Lenexa Chili Challenge.

SECTION TWO: The Governing Body hereby authorizes the Rotary Club of Lenexa to provide and sell alcohol at the 2022 Lenexa Chili Challenge, provided the Rotary Club of Lenexa first obtains a temporary permit for the sale of alcoholic liquor from the State of Kansas, Division of Alcoholic Beverage Control.

SECTION THREE: The Governing Body hereby authorizes the closure of the following streets to vehicular traffic during the 2022 Lenexa Chili Challenge:

- Santa Fe Trail Drive from Pflumm Road to Caenan Lake Road;
- 92nd Street from Haskins to Santa Fe Trail Drive; and
- Walnut Street from Pflumm Road to Haskins Street.

These streets are anticipated to close at 7:00 a.m. on Friday, October 7, 2022 and re-open at 7:00 p.m. on Saturday, October 8, 2022.

SECTION FOUR: The boundaries of the 2022 Lenexa Chili Challenge, within which alcoholic liquor may be possessed or consumed, shall be as designated on the attached Exhibit A. The Community Development Director or designee will mark the boundaries of the approved event area by signs, a posted map, or other means that will reasonably identify the area in which alcoholic liquor may be possessed or consumed.

ADOPTED by the City Council this 6th day of September, 2022.

SIGNED by the Mayor this 6th day of September, 2022.

CITY OF LENEXA, KANSAS

Michael A. Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Alexander J. Aggen, Assistant City Attorney



**CITY COUNCIL
MEMORANDUM**

ITEM 9

SUBJECT: Resolution authorizing the Mayor to execute a Presenting Sponsorship agreement for the Black Hoof Disc Golf Complex

CONTACT: Logan Wagler, Parks & Recreation Director
Sean McLaughlin, City Attorney

DATE: September 6, 2022

ACTION NEEDED:

Adopt a resolution authorizing the Mayor to execute a Presenting Sponsorship agreement for the Black Hoof Disc Golf Complex.

PROJECT BACKGROUND/DESCRIPTION:

The City is designing and constructing a disc golf course complex at Black Hoof Park that will include an 18-hole course and a 9-hole course, as well as associated infrastructure ("Disc Golf Complex"). In order to offset costs associated with the construction, operation, and maintenance of the Disc Golf Complex, the City has been exploring donation and sponsorship opportunities.

As discussed at the July 26, 2022 Committee of the Whole meeting, City staff has been working with several community partners who are interested in providing financial support for the Disc Golf Complex. In particular, Henderson Engineers, Inc., The Kansas Flying Disc Association, Rich Smith, Kevin Lewis, and Jason Wollum ("Donors") desire to make several donations to the Lenexa Foundation for costs associated with the construction, operation, and maintenance of the Disc Golf Complex. On August 2, 2022, in accordance with the Lenexa Foundation Policy, the Lenexa Foundation Board accepted the proposed donation of \$77,500 over 10 years ("Donation") and granted the Donation to the City to support the Disc Golf Complex.

The Donation will be made over 10 years in the following amounts:

Year 1	\$40,000
Year 2	\$10,000
Year 3	\$10,000
Years 4-10	\$2,500
Total:	\$77,500

The benefits and responsibilities related to the Donation will be set forth in a Presenting Sponsor agreement ("Agreement"), which contains the key provisions related to the timing of the Donation and the benefits to the Donors.

In return for the Donation, the Donors would receive the following benefits:

- Henderson Engineers, Inc. would be the named sponsor of the 18-hole disc golf course.
- The Kansas Flying Disc Association would be the named sponsor of the 9-hole disc golf course.
- The Donors are entitled to six hole sponsorships.
- The Donors may participate in the opening events related to the Disc Golf Complex.
- Annually, Henderson Engineers would be entitled to one day for the private use of the Disc Golf Complex and Oak Shelter and agrees to provide at least two four-hour workdays in which employees and guests would help clean and maintain the Disc Golf Complex.

The Agreement contains several standard terms and conditions typically found in the City's sponsorship agreements. Additionally, the Agreement allows the City to terminate the agreement at any time for convenience, as well as if any of the Donors are convicted of any felony or crime involving moral turpitude or committing ethical violations or any other act of moral turpitude that could bring disrepute or shame upon the City.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

The Donation will be received over the course of 10 years, totaling \$77,500.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040
Healthy People

Guiding Principles
Prudent Financial Management
Extraordinary Community Pride

ATTACHMENTS

1. Resolution
2. Agreement located in the Appendix

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PRESENTING SPONSORSHIP AGREEMENT FOR THE BLACK HOOF DISC GOLF COMPLEX

WHEREAS, the City is the owner of Black Hoof Park located east of Monticello Road at 89th Street ("Black Hoof") which is a 231-acre park featuring a 35-acre, deep-water lake, several miles of trails, multiple shelters and play areas; and

WHEREAS, the City is designing and constructing a disc golf course complex at Black Hoof that will include an 18-hole course and a 9-hole short course as well as associated infrastructure ("Disc Golf Complex"); and

WHEREAS, Henderson Engineers, Inc., The Kansas Flying Disc Association, Rich Smith, Kevin Lewis and Jason Wollum (collectively the "Donors") desire to provide financial support for the Disc Golf Complex at Black Hoof through the donation of funds to the Lenexa Foundation (the "Donation"); and

WHEREAS, on or about August 2, 2022, the Lenexa Foundation accepted the Donation on behalf of the City and granted the Donation to the City to support the construction, maintenance and operation of the Black Hoof Disc Golf Complex; and

WHEREAS, the Donors and City desire to set forth the benefits and responsibilities related to the Donation in a presenting sponsor agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE LENEXA FOUNDATION BOARD OF THE CITY OF LENEXA, KANSAS:

SECTION ONE: The City of Lenexa, Kansas, a municipal corporation, does hereby approve and authorize the Mayor to execute the Black Hoof Disc Golf Complex Sponsorship Presenting Sponsor Agreement, as approved by the City Attorney.

SECTION TWO: This resolution shall become effective upon adoption.

ADOPTED by the City Council this 6th day of September, 2022.

SIGNED by the Mayor this 6th day of September, 2022.

CITY OF LENEXA, KS

ATTEST:

Michael A. Boehm, Mayor

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Sean McLaughlin, City Attorney



**MINUTES OF THE
AUGUST 16, 2022
LENEXA CITY COUNCIL MEETING
COMMUNITY FORUM, 17101 W 87th STREET PARKWAY
LENEXA, KS 66219**

CALL TO ORDER

Mayor Boehm called the meeting to order at 7 PM.

ROLL CALL

Councilmembers Karlin, Eiterich, Nicks, Arroyo, Sayers, and Denny were present with Mayor Boehm presiding. Councilmembers Nolte and Roh were absent.

Staff present included Beccy Yocham, City Manager; Todd Pelham, Deputy City Manager; Mike Nolan, Assistant City Manager; Scott McCullough, Community Development Director; Sean McLaughlin, City Attorney; Jennifer Martin, City Clerk; and other City staff.

APPROVE MINUTES

Councilmember Sayers made a motion to approve the August 2, 2022 City Council meeting draft minutes and Councilmember Karlin seconded the motion. Motion passed unanimously.

MODIFICATION OF AGENDA

There were no modifications to the agenda.

CONSENT AGENDA

1. Acceptance of drainage and utility easements and public right-of-way as shown on the final plat for Reflections, First Plat
This one-lot, two-tract final plat is for the first phase of the Reflections development, a multi-family residential and office development located at the northwest corner of 93rd Street & Renner Boulevard. Easements and right-of-way are being dedicated to the City as part of the final plat. PT22-19F
2. Acceptance of landscape and utility easements and public right-of-way as shown on the final plat for Arbor Lake, 7th Plat
This one-lot, one-tract final plat is for the seventh phase of the Arbor Lake subdivision, a 172-lot subdivision located at the northwest corner of Prairie Star Parkway & Clare Road. The plat converts a tract into a lot to allow the development of a new single-family home. Easements and right-of-way are being dedicated to the City with the final plat. PT22-17F
3. Acceptance of drainage and utility easements and public right-of-way as shown on the

final plat for Advent Health Lenexa City Center, First Plat

This one-lot final plat is the first phase of the Advent Health and Life Campus in City Center and will contain the hospital and a medical office building. The plat includes utility and drainage easements and right-of-way for 86th Street, which are being dedicated to the City with the final plat. PT22-18F

4. Acceptance of a utility easement as shown on the final plat for Cedar Station Park, Final Plat
This 1.77-acre final plat is for a proposed public park with a picnic shelter, restroom, two playground areas, and paved trail connections located at 9555 Canyon Creek Boulevard. A utility easement is being dedicated to the City with the final plat. PT22-15F
5. Acceptance of a drainage easement and public right-of-way as shown on the final plat for Lenexa Justice Center, Final Plat
This 35.53-acre final plat is for the construction of the Lenexa Justice Center, the future campus for the Lenexa Police Department and Municipal Court. Easements and right-of-way are being dedicated to the City with the final plat. PT22-20F
6. Resolution approving a facility usage agreement with Johnson County to utilize the Lenexa Senior Center as a Nutrition Center
Johnson County administers a nutrition program that provides nutritionally balanced meals to the county's senior citizen population. This facility usage agreement permits the County to continue using the Senior Center as a Nutrition Center.
7. Resolution consenting to a mortgage and authorizing the execution of documents in connection with an industrial warehouse and office facility financed with the City's industrial revenue bonds Series 2021 (Lenexa Logistics Centre East Building 4)
A warehouse/office development located east of Renner Boulevard at 116th Street is financed by industrial revenue bonds. The developer has requested refinancing and needs the City's consent to do so.
8. Resolution authorizing the assignment and assumption of Resolution of Intent 2022-053 and the associated payment in lieu of taxes agreement (Lenexa Logistics Centre South - Building 8)
In June 2022, the City approved a resolution of intent to issue industrial revenue bonds in the approximate amount of \$20.2 million for financing the construction of Building 8 in the Lenexa Logistics Centre South development and authorizing a tax abatement for the project. The project owner has created a new entity to partially own and develop the project as a tenant-in-common and has requested the City consent to a partial assignment and assumption of Resolution 2022-053 and the associated payment in lieu of taxes agreement.

END OF CONSENT AGENDA

Councilmember Karlin made a motion to approve items 1 through 8 on the consent agenda and Councilmember Nicks seconded the motion. Motion passed unanimously.

BOARD RECOMMENDATIONS

9. Consideration of a five-year special use permit and a preliminary plan for a mining/quarry operation located at the southwest corner of K-10 Highway & Renner Boulevard, in the AG, Agriculture and BP-2, Planned Manufacturing zoning districts
 - a. Approval of a five-year special use permit for a mining/quarry operation
 - b. Approval of a preliminary plan for a mining/quarry operation

A special use permit is required to allow a mining/quarry operation in the AG Agriculture and BP-2 Planned Manufacturing zoning districts. The proposed operation will allow reclamation of the site by removing the remaining rock and then covering up the mined area so that it will be able to accept conventional development on the property's surface. SP22-07 PL22-09P

Stephanie Kisler, Planning and Development Administrator, said this project is located in the southwest corner of K-10 Highway and Renner Boulevard. She presented a location map and said there are 80 acres of undermined land on five parcels in two zoning districts. She added that the area was mined in 1970s-1980s.

Ms. Kisler talked about how this reclamation of the area is to allow for future development. She reviewed the operations that would be allowed under the SUP. She explained that a five-year SUP is the maximum to be approved and that the anticipated length of the project is about 8 years. She said the SUP would be considered for extension around its expiration.

Ms. Kisler went through the three phases of the project. She showed the site plan and areas of remediation and mining, as well as the location of components on the site during operations.

Tim Green, Deputy Community Development Director/City Engineer, made a presentation on mining/quarry operations and showed a cross-section reflecting the ground surface down to the mine and the layers in between. He talked about the differences between this mine and Meritex.

Discussion followed regarding other similar areas east of Renner Boulevard, tunnels under Renner Boulevard, impacts of water following placement of fill on the site, SUP allowances, and future development of the site.

Mr. Green said that WaterOne is looking into the mined areas east of Renner Boulevard and there are a few tunnels under Renner Boulevard. He explained how the fill on the site would work and was not concerning.

Ms. Kisler said that because the project will take about eight years, development is still well into the future, but there will be lots of options.

Ms. Kisler explained the request for a deviation from the buffer requirement and said that staff recommended the buffer. She said that the applicant will install turn-lanes on Renner Boulevard to provide access to the site and move construction vehicles off Renner Boulevard more efficiently.

Ms. Kisler said that both staff and the Planning Commission recommend approval of the five-year SUP and the preliminary plan with conditions. She reviewed the conditions.

The applicant's representative was present.

Mark McFarland, Hinkle Law Firm, said the applicant/owner wants to do this remediation the right way to avoid future problems. He answered questions about future use, reclamation, the buffer on the southern and western edges, and said the parameters on the conditions were applicant-driven to be a good neighbor.

Councilmember Eiterich asked about the mining/quarry process and Mr. McFarland explained. He said they would begin in the southern part of the site.

Councilmember Denny commended the owner for having the vision and patience to take this on and turn the blight into something that will be much better in the future.

Councilmember Karlin said he is excited to see this improvement and appreciates the work that has been done to make this happen.

Councilmember Sayers asked some questions about the operation and the frequency of blasting over the eight years.

Cole Andersen, Mid-States Materials, said that blasting is likely a couple times a week, but that is dependent on many variables.

Mayor Boehm asked why staff is requiring construction of the turn-lanes now.

Mr. Green and Scott McCullough, Community Development Director, said the turn-lanes are for the flow of loaded dump-trucks and to get them out of the traffic during the operations, not for the future development.

Mayor Boehm thanked the applicant for investing in Lenexa and said he hopes there is a market for the materials removed and that they are able to get to the future development sooner than later.

Councilmember Denny made a motion to approve Item 9a and Councilmember Karlin seconded the motion. Motion passed unanimously.

Councilmember Sayers made a motion to approve Item 9b and Councilmember Denny seconded the motion. Motion passed unanimously.

10. Approval of a revised preliminary plan for Vista Village located at the southeast corner of Prairie Star Parkway & Ridgeview Road, to allow a PUD, Planned Unit Development including residential and commercial uses

This mixed-use development consists of seven retail buildings, a multi-family component, and a townhome component on 46 acres, zoned PUD, Planned Unit Development, with amenity features such as an amphitheater, plaza, bike rental, and scenic overlooks. This revised preliminary plan modifies a condition related to the timing of the installation of the amphitheater amenity.

Ms. Kisler said this revised preliminary plan modifies a condition with the amphitheater amenity area shown in the site plan. She presented the plan to reflect this area. She said the applicant would like to tie the triggers for constructing this amenity to its own development and not to other development in the project.

Ms. Kisler said that only one condition has been revised, the other 2 remain unchanged. The revised condition reads:

1. The two primary amenity features of the project shall be constructed as part of the associated individual lots of the project per the following:
 - a. The plaza corner amenity shall be included with the final plan for the building labeled *Retail 1* on the approved Civil site plan.
 - b. Installation of the corner plaza amenity shall be completed prior to the issuance of a Certificate of Occupancy for the building labeled *Retail 1* on the approved Civil site plan.
 - c. The amphitheater amenity shall be included with the **FIRST** final plan of any retail building submitted on or after the date of August 16, 2022. The retail buildings include the buildings labeled *Retail 1, Retail 2, Retail 4, Retail 5, Restaurant A, and Restaurant B* on the approved Civil site plan of the revised preliminary plan.
 - d. In lieu of the amphitheater being included with the final plan for any of the above listed buildings in subitem c, a separate final plan for the amphitheater may be submitted prior to, or concurrent with, the **FIRST** final plan submission per subitem c.
 - e. Installation of the amphitheater shall be completed prior to the issuance of a Certificate of Occupancy for any retail building noted in subitem c.

Councilmember Sayers made a motion to approve Item 10 and Councilmember Nicks seconded the motion. Motion passed unanimously.

PUBLIC HEARINGS

11. Consider terminating Project Plan 4 in the Mining TIF District and establishing Project Plan 5 in the Mining TIF District (Vantage Point Mixed-Use Project)

- a. Conduct a public hearing to consider termination of Project Plan 4
- b. Ordinance terminating Project Plan 4 and repealing Ordinance 5688
- c. Conduct a public hearing to consider establishing Project Plan 5
- d. Ordinance approving Project Plan 5
- e. Resolution approving a Disposition and Development Agreement with VP Lenexa, LLC
- f. Resolution determining the intent of the City to issue approximately \$49,450,000 in industrial revenue bonds to help acquire, construct, and equip the Vantage Point Mixed-Use Project

On November 6, 2018, the Governing body passed Ordinance 5688 approving Mining TIF Redevelopment Project Plan 4 ("Project Plan 4") over 32.54 acres in the northwest corner of 93rd Street and Renner Boulevard with the purpose of helping the VP Lenexa, LLC ("Developer") construct its office park and associated infrastructure improvements. Developer has not commenced construction of Project Plan 4 and has revised its development to include a mix of uses including construction of 140,000 square feet of class-A office and 338 multi-family units. In order to construct the revised plan, the City will consider terminating Project Plan 4 and repealing Ordinance 5688. The City will then consider an ordinance passing Mining TIF Redevelopment Project Plan 5. If these pass, the City will consider adoption of the Disposition and Development Agreement with VP Lenexa, LLC setting forth the terms and conditions for reimbursement of TIF eligible costs with TIF revenue. Finally, the City will consider adoption of a resolution determining the City's intent to issue approximately \$49,450,000 in industrial revenue bonds for construction of the project.

Sean McLaughlin, City Attorney, said this consideration is for incentives on the Vantage Point project located at 93rd Street and Renner Boulevard. He said the original plan was for office with a small retail component, but a multi-family and office plan was recently approved instead. Due to these project changes, the City and Developer wish to terminate Project Plan 4 and request consideration of Project Plan 5 for the new plan.

Mr. McLaughlin said the new project plan would use increment generated by the district to reimburse eligible costs associated with this mixed-use development. He said the new project approves up to \$28.9 million in private improvements and \$10 million in public improvements. He added that the feasibility study approximates \$25.8 million to be generated over the 20-year TIF term.

Mr. McLaughlin said a resolution of intent is also to be considered to issue up to \$49.45 million in industrial revenue bonds (IRBs) for the sales tax exemption on construction materials.

Mr. McLaughlin went through the steps required, including holding two public

hearings.

Mr. McLaughlin said that staff recommends approval of all the ordinances and resolutions.

The applicant's representative was present.

Bob Johnson, Polsinelli Law Firm, thanked staff for the work and effort it took to get to this point, saying Lenexa has the best staff in the metro. He said that the termination of plan 4 and the new plan 5 align this to the new project, as well as amend and restate the incentives. He added that the eligible costs go down appropriately with this plan.

Mayor Boehm asked some questions about the increment generation and schedule of participation, and Mr. McLaughlin explained more about eligible costs and yearly actuals.

Mayor Boehm opened the public hearing at 7:53 PM.

No one from the public spoke.

Councilmember Eiterich made a motion to close the public hearing and Councilmember Nicks seconded the motion. Motion passed unanimously.

The public hearing closed at 7:54 PM .

Councilmember Sayers made a motion to approve Item 11b and Councilmember Arroyo seconded the motion. Motion passed unanimously.

Mayor Boehm opened the public hearing at 7:54 PM.

No one from the public spoke.

Councilmember Karlin made a motion to close the public hearing and Councilmember Arroyo seconded the motion. Motion passed unanimously.

The public hearing closed at 7:54 PM .

Councilmember Denny made a motion to approve Item 11d and Councilmember Sayers seconded the motion. Motion passed unanimously.

Councilmember Arroyo made a motion to approve Item 11e and Councilmember Karlin seconded the motion. Motion passed unanimously.

Councilmember Sayers made a motion to approve Item 11f and Councilmember Karlin seconded the motion. Motion passed unanimously.

NEW BUSINESS

12. Resolution approving an amendment to the construction contract with J.E. Dunn Construction Company for the Lenexa Justice Center Project
J.E. Dunn Construction Company ("Dunn") proposes to amend the Construction Agreement for the Lenexa Justice Center for Phase One of the project. Dunn has submitted the first guaranteed maximum price (GMP) package consisting of the earthwork, site utilities, and piers at a GMP of \$4,081,671.

Todd Pelham, Deputy City Manager, said this is a request to amend the construction contract with Dunn for the Lenexa Justice Center project. He said the Construction Manager At Risk (CMAR) delivery method was approved in December 2021 and the parameters for moving forward with the project were set without contractually obligating the City to any funds other than pre-construction costs of about \$98,000.

Mr. Pelham said this is the first construction contract to get the project going, which will set the guaranteed maximum price (GMP) for Amendment #1.

Bill Crandall, CBC Real Estate Group, presented an update and reviewed the anticipated schedule of GMP proposal amendments and anticipated construction value. He added that design development and construction documents are in the works currently and the team is making good progress.

Jim Coulter, Dunn, presented a schedule update and said the project groundbreaking will be on September 13th. He said that Amendment #2 is currently out for bid, and they will be back to present it at the September 20th City Council meeting; Amendment #3 will go out for bid in November and would be presented at the December 6th City Council meeting. He said that project completion is expected in March 2024.

Mayor Boehm asked about budget. Mr. Pelham and Mr. Coulter talked about the contingencies in place to protect against inflationary costs.

Mr. Crandall said they are doing it this way to gain months in the delivery schedule and reduce exposure to escalation and inflation.

Councilmember Karlin asked about locked in pricing and if there would be an opportunity to reduce price if the economy improves.

Mr. Coulter said prices would be locked in, but that protects from them increasing.

Mr. Pelham said that staff recommends approval.

Councilmember Denny made a motion to approve Item 12 and Councilmember Nicks seconded the motion. Motion passed unanimously.

BUSINESS FROM FLOOR

There was no business from the floor.

COUNCILMEMBER REPORTS

Councilmember Denny commended staff for its management of the Little Mill Creek Trail Tunnel project and congratulated Chief Vaughn and the Fire Department on achieving reaccreditation.

STAFF REPORTS

Mr. Green presented an update on the Little Mill Creek Trail Tunnel project.

Chief Vaughn announced that the Fire Department received reaccreditation for the fifth consecutive time. He said that Lenexa had the first Fire Department accreditation in the state of Kansas.

Jim Bowers spoke about the City's years of service awards and Mayor Boehm presented Beccy Yocham, City Manager, with her 25 years of service certificate. He spoke highly of Ms. Yocham's service to the city and her accomplishments.

ADJOURN

Councilmember Sayers made a motion to adjourn and Councilmember Eiterich seconded the motion. Motion passed unanimously.

The meeting adjourned at 8:25 PM.

Proclamation

WHEREAS, Fetal Alcohol Spectrum Disorders (FASD) is an umbrella term describing a range of disabilities that can occur in babies who are exposed to alcohol before birth; and

WHEREAS, these disorders affect as many as 5% of school-aged children in the U.S. with complex lifelong challenges including verbal and nonverbal communication, social interaction, growth, cognition, and adaptive function, and are often accompanied by medical conditions that impact quality of life; and

WHEREAS, a comprehensive, collaborative approach will help to advance research, while strengthening advocacy efforts and ensuring access to services and resources; and

WHEREAS, while these disorders can be prevented by supporting pregnancies free of alcohol, prevention efforts should be balanced with support and intervention for people living with them; and

WHEREAS, early diagnosis and intervention can have lifelong benefits, easing the transition to adulthood and fostering greater independence; and

WHEREAS, each person and family affected by these disorders should have access to reliable information, support, and opportunities to live up to their greatest potential.

NOW, THEREFORE, I, Michael Boehm, Mayor of Lenexa, do hereby declare September 2022 in Lenexa to be

FETAL ALCOHOL SPECTRUM DISORDERS AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of September, 2022.



Michael A. Boehm
Mayor of Lenexa, Kansas

Proclamation

WHEREAS, September is Suicide Prevention Month across the United States and in Johnson County, which helps promote resources and awareness around suicide prevention; and

WHEREAS, in Kansas, suicide has consistently been in the top 10 leading causes of death among all ages and the second leading cause of death for Kansans aged 10 to 34 years; and

WHEREAS, suicide is preventable. The will to live is strong and difficult for most people to overcome. Many people who consider suicide do not actually want to die. They are in deep emotional pain and anguish. Suicide, for many, is the only way they know to end that pain. Through compassion, means restriction, and professional intervention suicide is preventable; and

WHEREAS, on July 16, 2022, the U.S. successfully transitioned to the 988 Suicide & Crisis Lifeline—the easy-to-remember number to reach trained crisis counselors for help with suicide, mental health, and substance use-related crises; and

WHEREAS, Kansas Suicide Prevention HQ is dedicated to reducing the frequency of suicide attempts and deaths through training, educational programs, and outreach, and urges all Lenexa residents to:

- > recognize suicide as a significant public health problem and prioritize suicide prevention,
- > support the development of accessible mental health services for all residents, and
- > encourage initiatives based on the goals and activities contained within the National Strategy for Suicide Prevention, Zero Suicide of the National Action Alliance for Suicide Prevention, and The Way Forward by the Action Alliance's suicide attempt survivor task force.

NOW, THEREFORE, I, Michael A. Boehm, Mayor of Lenexa, Kansas do hereby proclaim the month of September 2022 to be

SUICIDE PREVENTION MONTH

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of September, 2022.



Michael A. Boehm
Mayor of Lenexa, Kansas

Proclamation

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2022, marks the 235th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to the magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17-23 as Constitution Week.

NOW, THEREFORE, I, Michael A. Boehm, Mayor of Lenexa, Kansas do hereby proclaim September 17-23, 2022 to be

CONSTITUTION WEEK

in the City of Lenexa, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of September, 2022.



Michael A. Boehm
Mayor of Lenexa, Kansas

AGREEMENT FOR VIDEO STREAMING SERVICES

CITY OF LENEXA and SWAGIT PRODUCTIONS, LLC

This Agreement for Video Streaming Services ("Agreement") is made by and between the City of Lenexa, Kansas ("City"), a municipal corporation with offices at 17101 West 87th St. Pkwy, Lenexa, Kansas 66219, and Swagit Productions, LLC, ("Provider") a Texas Limited Liability Company, with offices at 12801 North Central Expressway, Suite 900, Dallas, Texas 75243 effective as of the date written below. The City and Provider shall be jointly termed the "Parties" where appropriate in context.

RECITALS

- A. The City desires to enter into this Agreement in order to obtain video streaming services for scheduled meetings as outlined in the Scope of Services attached as Exhibit "A"; and
- B. Provider has available and offers to provide the personnel necessary to provide said services in accordance with the Scope of Services included in this Agreement (see Exhibit A attached hereto and incorporated herein); and
- C. Provider is in the business of providing video streaming services for businesses and governmental entities, and represents and warrants that it has the skills, qualifications, expertise and experience necessary to perform the work and services to provide and implement video streaming services as described herein in an efficient, cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other buyers; and
- D. On the basis of and in reliance upon such representations by Provider and others made herein and in Provider's proposal, the City desires to engage Provider to provide the work and services described herein under the terms and conditions of this Agreement.

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Provider agree as follows:

1. SERVICES TO BE PERFORMED BY PROVIDER

Provider agrees to perform the following work and services for the City:

- 1.1 Provider agrees to provide the work and services as set forth in the Scope of Services.
- 1.2 Without limiting the foregoing provisions of Section 1.1, the services to be provided by Provider include the installation ("Installation") by Provider of all hardware, software, cameras, wiring, and related equipment and materials identified and described in the Scope of Services (collectively, the "Equipment") within the City of Lenexa chambers located at; 17101 West 87th St. Pkwy, Lenexa, Kansas 66219 (the "Site"). Before installing the same, Provider shall deliver to the City, for review and consideration of approval, drawings or plans and specifications for such Installation. The City's approval of any Installation or related plans does not and shall not constitute a representation or warranty by the City that the Installation or related plans comply with any specifications therefor or with any applicable governmental laws, rules, codes, standards, or regulations.

2. COMPENSATION OF PROVIDER

- 2.1 Provider agrees to provide all of the services and Equipment set forth in the Scope of Services and as described herein for the following amounts:

(a) A one-time charge not to exceed:

- (i) **Fifteen Thousand One Hundred Ninety-Five and No/100 Dollars** (\$15,195.00) for Swagit EASE hardware/software and other related (including, without limitation, Installation) costs (as identified and detailed on the attached Exhibit "A", page 3, "Streaming Video Hardware"); and
- (ii) **Fifty-Six Thousand Eight Hundred Ten and No/100 Dollars** (\$56,810.00) for broadcast system hardware/software and other related (including, without limitation, Installation) costs (as identified and detailed on the attached Exhibit "A", page 5, "Avior Broadcast System"); and

- (b) On January 1, 2023, following the Installation at the Site of all Equipment by Provider and the acceptance thereof by the City, the City shall pay to Provider a monthly fee in the amount of **One Thousand Seven Hundred Forty and No/100 Dollars** (\$1,740.00) for on-demand video streaming, live video streaming, automated closed captions and remote switching (as identified and described on the attached Exhibit "A", page 3, "*Streaming Video Monthly Managed Services*").

- 2.2 Except as set forth herein, payments will be processed on a monthly basis, unless annual billing has been requested, with payment available within 30 days after receipt of an invoice for the previous month's service. All payments pursuant to this Agreement shall be made promptly and without undue delay, and in no circumstance beyond 60 days from the due date.
- 2.3 Should the City fail to pay any invoice that is outstanding more than 60 days, a 5% service fee will be applied to the total amount of that invoice, not including any shipping or sales tax.

3. RIGHTS, OBLIGATIONS AND REPRESENTATIONS OF PROVIDER

- 3.1 Independent Contractor. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the City. Further, nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow the City to exercise discretion or control over the manner in which Provider performs the work and services, which are the subject matter of this Agreement. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement.
- 3.2 Provider's Control of Work. All services to be provided by Provider shall be performed in accordance with the Scope of Services. Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for and in full control of the work of all such personnel. Provider warrants and represents that all Equipment and other goods and materials provided by Provider shall be safe, fully operational, and will not cause injury or damage to any person or property, and that all persons provided by Provider to perform the work and services under this Agreement shall be adequately trained and capable of performing the work and services.
- 3.3 Reports to the City. Although Provider is responsible for control and supervision of work and services performed under this Agreement, the work and services provided shall be acceptable to the City and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports to be provided by Provider to the City and the right of the City, as set forth in the Scope of Services.
- 3.4 Compliance with All Laws. Provider shall comply with all applicable laws, statutes, ordinances, rules, regulations, standards, codes, and executive orders of the federal, state and local government, which may affect the performance of this Agreement.
- 3.5 Organization and Authorization. Provider warrants and represents that: (i) it is a

limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and which shall remain in good standing throughout the term of this Agreement; (ii) it has the requisite power and authority to carry on its business as it is now being conducted; (iii) it has the legal capacity to enter into this Agreement; (iv) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been authorized and approved by all action required on the part of Provider; (v) has the right and authority to sell the hardware and software to the City; (vi) all hardware and software shall be in good working order; and, (vii) all licenses and warranties regarding the software and hardware shall be conveyed to the City.

- 3.6 No Conflict. Provider warrants and represents that the execution and delivery of this Agreement and ancillary agreements hereto by Provider does and will not: (i) conflict with, or result in any violation or breach of, any provision of Provider's charter documents; (ii) result in any violation or breach of, or constitute a default under, or require a consent or waiver under, any of the terms, conditions or provisions of any license, contract or other agreement to which Provider is a party; or (iii) conflict with or violate any franchise, license, judgment, order, statute, law, rule or regulation applicable to Provider.
- 3.7 Camera and Broadcast Operations. Although Provider is responsible for control and supervision of work and services performed under this Agreement, the City understands that the operation of the camera and broadcast system can be done remotely. Such remote operation requires access via inbound TCP port 2001, outbound TCP ports 21, 80, 443, 1935, 5721, and outbound UDP ports 53, 123. The City will need to supply the Provider with access to such TCP and UDP ports with respect to the City's Internet connection. If, such access is not given or the City's Internet connection fails during operations, the Provider will not be held responsible for remote camera operations. Additionally, in the event the Provider decides to operate such system manually, the City shall provide access to the equipment (as identified and described in the Scope of Services, page 5, "*Avior Broadcast System*") at the Site described in Section 1.2, above.
- 3.8 Warranty. Provider warrants that: (i) any streaming server hardware provided by Swagit not in good working order and used under normal operating conditions, will be fully replaced for a period of three (3) years; (ii) thereafter, all costs of streaming server hardware replacement due to any failure or caused by normal wear and tear, shall be at the City's expense; (iii) all proprietary software for any streaming server shall be fully replaced or upgraded, at no cost to the City, for the life of the contract; and, (iv) all hardware and software for the broadcasting equipment (as identified and described in the Scope of Services, page 5, "*Avior Broadcast System*"), shall be replaced or fixed with respect to each components manufacturer's warranties.
- 3.9 Provider's Service Network. Provider's content delivery network and service level represents that: (i) it maintains full N+1 redundancy on all service critical-infrastructure in order to protect against outages. Multiple mirror facilities provide diverse geographic redundancy. Within each facility servers have multiple power supplies, network interfaces and RAID protected storage. Provider is connected to

upstream bandwidth providers by multiple gigabit uplinks, transitioning to gigabit and ten-gigabit connections to multiple “tier 1” bandwidth providers, offering route diversity and redundancy. These bandwidth providers maintain 24/7 staffs familiar with mitigating Denial of Service attacks, should the need arise, which they have sufficient capacity to absorb-and-filter; (ii) Provider utilizes external, 3rd party monitoring services to track server availability metrics. This service tracks availability from approximately 30 international points which helps isolate regional networking issues, in addition to any centralized failures; (iii) Content is stored on Provider’s networks and viewable to the public for a period of three years or as defined by the managed services. All content is stored and backed-up offline indefinitely during the service term. Content can also be stored locally on the City’s network for an indefinite period of time limited only by storage capacity, with the added benefit of cached delivery to local users. City is consulted before they exceed any storage horizon and may extend the window for additional years; (iv) Content is stored in widely accessible formats and is available for export at any time. Exported data will include multimedia content and associated documents in their native format as well as any structured metadata in XML format. Access to exported content can be via FTP, but in such an event the City is encouraged to provide a portable hard drive to ease the transition of storage and bandwidth intensive content; and (v) the City may verify compliance with these policies at any time in consultation with Provider engineers and officers.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and (i) sent by certified or registered mail, return receipt requested, postage prepaid, (ii) delivered personally, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight; and addresses for such notice are as follows:

To the City’s Authorized Representative:

Jerry Swingle
IT Director
City of Lenexa
17101 West 87th St. Pkwy
Lenexa, KS 66219
913-477-7641

To Provider:

David Owusu
Director of Streaming
Swagit Productions, LLC
12801 N. Central Expressway, Ste 900
Dallas, Texas 75243
800-573-3160

Notice shall be deemed given upon receipt by the party to whom it is sent.

5. INDEMNIFICATION

Provider (hereinafter referred to as “Indemnitor”) agrees to indemnify, save and hold harmless the City, any jurisdiction or agency issuing permits for any work under this Agreement, and their respective directors, officers, officials, agents, employees and volunteers (hereinafter referred to as “Indemnitee”) from and against any and all liabilities,

damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage to the extent caused by the negligent act, omission, negligence or misconduct of the Indemnitor, or any of Indemnitor's directors, officers, agents, employees or volunteers. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree in effect at the time services are rendered. Provider shall be responsible for defense, and judgment costs where this indemnification is applicable.

6. INSURANCE

Provider and its subcontractors shall procure and maintain in a company or companies lawfully authorized to do business in Kansas and until all of their obligations have been discharged and satisfied (and including during any warranty periods under this Agreement), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services and work hereunder by Provider, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Provider from liabilities that may arise out of the performance of the services and work under this Agreement by Provider, its agents, representatives, employees or subcontractors and Provider is free to purchase additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. Provider shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/93 or any replacements thereof)

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	Optional

 (This coverage must be amended to provide for an each-project aggregate limit of insurance)

2. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$ 500,000
Disease-Each Employee	\$ 500,000
Disease-Policy Limit	\$ 500,000

3.	<u>Professional Liability</u>	\$1,000,000
4.	<u>Cyber-Liability</u>	
	Each Occurrence	\$1,000,000
	Aggregate	\$2,000,000

B. OTHER INSURANCE REQUIREMENTS: The foregoing insurance policies shall be endorsed to contain the following provisions:

1. The City of Lenexa, its officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to general liability, including liability arising out of activities performed by, or on behalf of, the Provider; products and completed operations of the Provider, and automobiles owned, leased, hired or borrowed by the Provider.
2. The Provider's insurance shall contain broad form contractual liability coverage.
3. The City of Lenexa, its, officers, officials, agents, employees and volunteers shall be additional named insureds to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.
4. The Provider's insurance coverage shall be primary insurance with respect to the City, its, officers, officials, agents, and employees (and must be endorsed to read as primary coverage regardless of the application of other insurance). Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, or volunteers shall be in excess to the coverage of the Provider's insurance and shall not contribute to it.
5. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
7. The policies shall contain a waiver of subrogation in favor of the City, its officers, officials, agents, and employees.
8. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the City of Lenexa.

9. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Lenexa, Kansas of any material change in the insurance coverage.
 10. Provider may maintain reasonable and customary deductibles, subject to approval of the City.
 11. Insurance must be purchased from insurers that are financially acceptable to the City and licensed to do business in the State of Kansas.
- 6.1 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled, or not renewed, except after sixty (60) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then at least ten (10) days prior notice shall be given to the City. Such notice shall be sent directly to:
- Jerry Swingle**
IT Director
City of Lenexa
17101 West 87th St. Pkwy
Lenexa, KS 66219
- 6.2 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Kansas and with an "A.M. Best" rating of not less than A- VII, or receiving prior approval by the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect Provider from potential insurer insolvency. All insurance must be written on forms filed with and approved by the Kansas Department of Insurance.
- 6.3 Verification of Coverage. Prior to commencing work or services, Provider shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement (and update the same as needed to comply with this Agreement). The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

Certificates of Insurance shall:

1. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.
2. Specifically set forth the notice-of-cancellation or termination provisions to the City of Lenexa.

All certificates and any required endorsements shall be received and approved by the City before work commences. Each insurance policy required by this Agreement

shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of contract.

All certificates required by this Agreement shall be sent directly to **Jerry Swingle, IT Director, City of Lenexa, 17101 West 87th St. Pkwy, Lenexa, KS 66219**. The City reserves the right to request and receive within ten (10) days, complete copies of all insurance policies (certified to be true and correct by the insurance carrier) required by this Agreement at any time. The City shall not be obligated, however, to review same or to advise Provider of any deficiencies in such policies and endorsements, and such receipt shall not relieve Provider from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Provider's obligations under this Agreement.

- 6.4 Subcontractors. Providers' certificate(s) shall include all subcontractors as additional insureds under its policies or Provider shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements and all provisions identified above.
- 6.5 Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the City's risk manager, whose decision shall be final. Such action shall not require a formal amendment to this Agreement, but may be made by administrative action.

7. DEFAULT AND TERMINATION

Events of Default Defined. The following shall be Events of Default under this Agreement:

- 7.1.1 Any material misrepresentation made by Provider to the City;
- 7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:
- 7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;
- 7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Provider's reasonable control;
- 7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;
- 7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;

- 7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;
- 7.1.2.6 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and
- 7.1.2.7 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

7.2 Remedies. The following shall be remedies under this agreement.

7.2.1 Upon the occurrence of any Event of Default, the City may declare Provider in default under this Agreement. The City shall provide written notification of the Event of Default and any intention of the City to terminate this Agreement. Upon the giving of notice, the City may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;

7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;

7.2.1.3 The right to monetary damages;

7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;

7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the City; and

7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The City may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

7.2.3 Liquidated Damages for Premature Termination. In the event the City cancels, terminates, or attempts to cancel or terminate this Agreement prior to the commencement by Provider of the services set forth in the Scope of Services, Swagit shall be entitled as its sole remedy to terminate this agreement and recover as liquidated damages and not as a penalty, the sum of \$4,285.00. The Parties acknowledge that, after

due consideration of alternative measurement of damages, acknowledge that Provider's damages in such circumstances are difficult or impossible to calculate with precision; accordingly, the Parties reasonably estimate that the aforementioned liquidated damages would compensate Provider for failure of the City to proceed with full performance of the Agreement.

- 7.3 Right to Offset. Any excess costs incurred by the City in the event of termination of this Agreement for default, or in the event the City exercises any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before termination of this Agreement for default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the City the balance upon written demand from the City.

8. GENERAL PROVISIONS

- 8.1 Headings. The section and subsection headings contained herein are for convenience only and shall not be used in interpretation of this Agreement and are not intended to define or limit the scope of any provision of this Agreement.
- 8.2 Governing Law and Venue. This Agreement shall be governed by and administered and interpreted under the laws of the State of Kansas, without regard to any conflict of laws provisions. Venue for any action, cause or action or proceeding under this Agreement lies exclusively in the State District Court of Johnson County, Kansas, and the parties agree to submit to the personal and subject matter jurisdiction of said court.
- 8.3 Severability. The sections, paragraphs, sentences, phrases, words, and all other provisions of this Agreement are severable, and if any part of this Agreement is determined by a court of competent jurisdiction to be illegal, unlawful, unconstitutional, or void for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.
- 8.4 Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.
- 8.5 Assignment. This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be sold, assigned, pledged, subcontracted, transferred or otherwise conveyed by any means whatsoever by either the City or Provider without prior written consent of the other, and any sale, assignment, pledge, subcontract, transfer or other conveyance by either party without the other party's prior written consent shall be null and void.

- 8.6 Conflict of Interest. Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest.
- 8.7 Authority to Contract. The undersigned officers and/or representatives of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that it has taken all actions necessary to authorize entering into this Agreement.
- 8.8 Integration; Modification. This Agreement represents the entire understanding of City and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.
- 8.9 Non-Appropriation. If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Agreement at the end of the then current fiscal year, or at the time that funds are no longer available to meet the City's payment obligations hereunder. The City agrees to give written notice of termination to the Provider at least sixty (60) days prior to any termination for non-appropriation of funds and will pay the Provider in accordance with this Agreement through the date of termination of this Agreement.
- 8.10 Subcontractors. This Agreement or any portion hereof shall not be sub-contracted without the prior approval of the City. No subcontractor shall, under any circumstances, relieve Provider of its liability and obligation under this Agreement. The City shall deal through Provider and any subcontractor shall be dealt with as a worker and representative of Provider. Provider assumes responsibility to the City for the proper performance of the work and service of all subcontractors and any acts and omissions in connection with such performance. Nothing in this Agreement shall, or is intended or deemed to, create any legal, contractual or other relationship between the City and any subcontractor or sub-subcontractor.
- 8.11 No Waiver. The failure by the City to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement for any reason whatsoever, including with respect to any such right, power or option or to such compliance or to any other or subsequent default or breach hereof, nor a waiver by the City of its rights at any time to exercise any such right, power or option or to require exact and strict compliance with all the terms hereof. Any rights and remedies the City may have arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

- 8.12 No Third Party Beneficiaries. This Agreement and all of its provisions are solely for the benefit of Provider and the City and are not intended to and shall not create or grant any rights, contractual or otherwise, to any third person or entity.
- 8.13 "Includes". For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.
- 8.14 Incorporation of Recitals and Exhibits. The Exhibits and Recitals to this Agreement are incorporated herein and made a part hereof for all purposes.

9. DISCLOSURE OF AGREEMENT; INTERLOCAL ARRANGEMENTS.

- 9.1 Disclosure of Agreement Terms. The terms and conditions of this Agreement may be disclosed by either party to other public agencies for the purpose of such other agencies purchasing services under this Agreement pursuant to an interlocal or cooperative arrangement with the City. In addition, Provider may disclose the terms and conditions of this Agreement in an effort to show that the terms offered to another public agency are fair and reasonable or to determine the best value. It is understood that the Provider shall not be precluded from disclosing the terms and conditions of its form of Service Agreement to any other third party at Swagit's sole discretion and for any reason.
- 9.2 Included Parties; Interlocal Agreement. Pursuant to any interlocal, intergovernmental, or other such cooperative agreement with the City, Provider will accept orders from, and will furnish the Provider's Software, Hardware, Professional Services, and Managed Services as outlined in the Proposal to any governmental agency or other public entity authorized by the City to use the Proposal, based upon substantially the same terms and conditions of this Agreement, with the exception of price schedules.
- 9.3 Political Subdivision Participation. The Provider agrees to supply, sell, and contract separately with other similar or related political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the City, based upon substantially the same terms and conditions of this Agreement, with the exception of price schedules, in an effort to establish the terms and conditions as fair and reasonable.

10. DURATION

This Agreement shall become effective on the last day of execution by the parties, and shall continue in force until December 31, 2023, unless sooner terminated as provided above. All pricing is to remain firm during the contract period. This Agreement will automatically renew for up to four (4) additional one-year terms unless this Agreement is terminated by

either party providing written notice of its intent to terminate the Agreement to the other party not less than sixty (60) days prior to the end of the then current term.

11. SURVIVAL OF COVENANTS

Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

12. COUNTERPARTS; EXECUTION OF AGREEMENT

12.1 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

12.2 Execution of Agreement. The City shall first sign this Agreement in one or more counterparts and deliver them to Provider. This Agreement shall not be effective until Provider accepts and signs this Agreement in one or more counterparts at its corporate offices in Dallas, Texas, and delivers to the City a counterpart of this Agreement signed by the City and Provider.

City of Lenexa

Swagit Productions, LLC

Michael A. Boehm, Mayor

Bryan R. Halley, President

Date of Execution:

Date of Execution:

EXHIBIT A

SCOPE OF SERVICES

Scope of Services – Exhibit A

EASE Solution

Built upon years of industry experience, Extensible Automated Streaming Engine (EASE) is a software framework comprised of foundation and extension modules that work together to automate many otherwise manually intensive tasks. This completely hands-off solution meets the current and future needs of your entity without creating any additional work for clerks or webmasters.

- **Video Capture and Encoding**

EASE Encoder records content according to your broadcast schedule and transfers the recorded audio/video to the Swagit Content Network via a secure Virtual Private Network (VPN) connection, making it available for live and/or on-demand streaming.

- **Indexing and Cross Linking**

Using your published meeting agendas as a guide, Swagit's Managed Service Division (SMSD) indexes the meetings without any work from client staff. SMSD will annotate your content by adding jump-to points with specific item headings, giving users the greatest flexibility to find the specific content they need. With these jump-to points, users can step through video by searching for or clicking specific items.

- **Agenda Management Integration**

If meeting packets or other related information is available online, SMSD will link them directly to the video player for easy access.

Swagit's EASE solution integrates with all Document/Agenda Management solutions.

- **Archiving**

Client audio/video can be stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN). Our standard packages includes unlimited storage of meetings.

- **Presentation**

By navigating through the video library, users can view a list of meetings chronologically and once in a selected meeting you can unleash the power of the jump-to markers to search for specific points within individual audio/video clips. Meetings typically begin to post to a VOD account within 3-4 hours from the end of a meeting, depending on the client's connectivity speed and bandwidth. Notwithstanding any technical or network issues, fully indexed meetings are available on a client's site in less than 24 hours.

- **Delivery**

In order to deliver on-demand content to end users in a format that is native to their computer's operating system, Swagit by default delivers content in the HTML5 streaming video format. This format has proven itself as the format of choice from such vendors as YouTube, Google Video, Facebook, ABC and NBC/Universal.

EASE Solution

•Monitoring

Swagit is monitoring all aspects of the Swagit Content Network to ensure its health and availability. This monitoring extends to cover remote Swagit EASE Encoders deployed on client premises. In the rare event of trouble our engineers are promptly notified so that they may dispatch a swift response in accordance with our support procedures.

•Statistics

Swagit collates log files from our streaming servers monthly and processes them with the industry recognized Google Analytics. Google Analytics generates reports ranging from high-level, executive overviews to in depth quality of service statistics. These reports help to highlight growth trends and identify popular content.

•Support

Beyond our proactive monitoring and response, Swagit offers ongoing, 24/7 technical support for any issues our clients may encounter. While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble free operation of our EASE Encoders, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed. Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.



Investment-Streaming Video

Streaming Video Hardware

Item Description	Type	Up-front Cost
Hardware/Software/Provisioning	2U	\$15,195.00
CaptionPrime Streaming Appliance: EASE Captioning Encoder with One baseband HD-SDI or HDMI capture up to 1080p30, embedded audio or One IP H.264 encode/transcode single channel license or HEVC SD/HD encoding/transcoding. Includes EASE Software Tools, System Burn-in, Rackmount Kit, Branded Video Library Design, Branded Player Design, Closed Caption Software for Web Captions, Remote Installation and Swagit's 3 Year Full System Warranty.		

Streaming Video Monthly Managed Services

Item Description	Monthly Cost
Package 1: Up To 25 Indexed Meetings per year (EASE) - Includes Media On-Demand, 24/7 LIVE Stream and up to 120 hours of additional specialty content per year (No staff involvement—Hands Free).	\$1,740.00
Includes: Remote switching for up to 25 meetings per year. Live and video on-demand automated closed captioning for up to 25 meetings per year.	

Optional Services/Overages/Individual Pricing

Item Description	Cost
Each Additional Indexed On-Demand Meeting	\$175.00
Each Additional Remotely Switched Meeting or Event	\$250.00
Each Additional Captioned Meeting	\$210.00
Programming, Development or Design Implementation	\$120.00/hour

Broadcast System- Avior



Built upon years of industry experience, Avior is a complete package of cameras and pro video-switching equipment that enables any client to fully outsource the production and operation of a multiple camera broadcast system to Swagit.

During the meetings or events, Swagit personnel will operate the Avior system remotely from their facility in Dallas, Texas. The Avior system enables Swagit to control and switch from camera to camera depending on events taking place. When bundled with Swagit EASE, Avior can offer a full end-to-end “hands-free” solution that requires no client staff involvement for the operation, broadcast and streaming of an event or meeting content.

Avior enables detailed direct camera positioning (pan, tilt, zoom, focus, and more), preset-positions, and video settings (white balance, backlight, brightness) for the robotic cameras. Additionally, Avior communicates with the switcher to allow direct operation of the 'wipe' function from the camera control GUI. With this powerful package you or Swagit can control all your cameras individually and switch video sources on a video switcher locally or remotely. Avior is an invaluable integration of camera-control with switcher operations for use with live production setups like chambers, churches, meeting rooms, and more.



Avior includes 2-4+ HD robotic (computer-controllable pan/tilt/zoom) cameras. These popular robotic cameras have excellent video quality and performance. They have the ability for panning through wide angles of motion, tilting through large ranges with superb optical zoom, and dual video output via SDI and HDMI. They also support both RS232 and RS422 control signals. In addition the cameras can be mounted either 'up' or 'hanging upside down' for your convenience (they have built-in reversal of the picture and left/right/up/down motion controls).

Investment – Avior Broadcast System

Qty	Item Description	Price
4	HD PTZ Camera	
4	Camera Power Connectors	
4	Camera Mounts	
5	Sony- EVI DS-Cable- to daisy chain cameras	
1	EASE-C	
1	BM Studio HD Live Production Switcher with Multi-View Monitor	
1	BM HyperDeck Studio Mini with SD cards	
1	Mini Converter SDI Distribution and Bi-Directional HDMI	
1	Avior Control Software	
1	PDU Remote Power Switch and Management including Battery Backup	
1	Control Monitors	
1	Presentation Converter/Scaler	
1	CG for Video Graphics/Titles Overlay	
1	Cables, Connectors, Converters, 16U Rack and Hardware necessary for installation	
1	Labor & travel required to install, hook-up and provisioning	
Total Cost for Camera System & Installation		\$56,810.00

Cameras can be controlled locally by the client or remotely by Swagit's staff.

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between CONRAD FIRE EQUIPMENT, INC ("Company"), and ~~THE CITY OF BEND, OREGON~~ ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"Company Proposal"** means the proposal provided by Company attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date Company transfers physical possession of the Product available to the Customer.
- e. **"Acceptance"** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications as set forth in the Company Proposal; unless Company receives a Notice of Non-Conformance within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. **Purpose.** This Agreement sets forth the terms and conditions of Company's sale of the Product to the Customer.

3. **Term of Agreement.** This Agreement will become effective on the date it is signed and approved by both Customer and Company ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. **Purchase and Payment.** The Customer agrees to purchase the Product pursuant to the terms as specified on Exhibit A for the total purchase price of ~~\$1,933,837.25~~ ("Purchase Price"). Prices are in U.S. funds.

5. **Future Changes.** Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. **Agreement Changes.** The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company's authorized representative.

7. **Cancellation/Termination.** In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. **Delivery, Inspection and Acceptance.** (a) **Delivery.** Delivery of the Product is scheduled to be within ~~24~~ months of the Effective Date of this Agreement. The Customer is responsible for taking delivery of product directly from the Company and risk of loss transfers to the Customer upon an authorized Customer representative acknowledging product delivery. (b) **Inspection and Acceptance.** Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications as set forth in the Company Proposal, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to

evaluate such non-conformance ("Notice of Non-Conformance"). Any Product not in substantial conformance to material Specifications of the Proposal shall be remedied by Company within thirty (30) days from the Notice of Non-Conformance. In the event Company does not receive a Notice of Non-Conformance within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications of the Proposal and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Company:

Conrad Fire Equipment, Inc.
887 N. Jan-Mar Court
Olathe, Kansas 66061

Customer:

CITY OF LENEXA, KS
17101 W 87TH ST PKWY
LENEXA, KS 66219

10. Standard Warranty. Any express or implied manufacturer warranties are made a part hereof and the warranties attached hereto as Exhibit B extend fully to the Customer and are further assigned to the CITY OF LENEXA, KS. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE BY COMPANY ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.

11. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

14. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless otherwise stated herein or it has obtained the prior written approval of the other party.

16. Governing Law; Jurisdiction. Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the state of KANSAS.

17. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

18. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

19. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

COMPANY: Conrad Fire Equipment, Inc.

Name: Karl Schultz

Signature: Karl Schultz
Digitally signed by Karl Schultz
Date: 2022.08.29 15:27:31
+0500

Title: _____

Date: _____

CUSTOMER: _____

Name: _____

Signature: _____

Title: _____

Date: _____

Reviewed & Approved
City Legal Dept.

August 31, 2022
By Madeline Hansen
Title Deputy City Attorney

EXHIBIT A
PURCHASE DETAIL FORM
Company

Date: 8/29/2022

Customer Assignee: THE CITY OF LENEXA, KS

Quantity	Chassis Type	Body Type	Price per Unit
1	PIERCE ENFORCER	MID-MOUNT AERIAL	\$ 1,933,837.25
			\$
			\$
			\$

Warranty Period:

ALL STANDARD PIERCE WARRANTIES ARE LISTED IN THE PROPOSAL DOCUMENT.

Training Requirements:

AERIAL OPERATION

TRAINING WILL BE PROVIDED BY

PIERCE MANUFACTURING

Trade-in Credit:

N/A

Pre-payment discount:

N/A

Payment Terms:

FULL PAYMENT WILL BE MADE AT TIME OF PRODUCT DELIVERY AND \$1,933,837.25 WILL BE DUE AT THAT TIME.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of KANSAS.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS BETWEEN COMPANY AND CUSTOMER, WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

**EXHIBIT B
WARRANTY**

ALL WARRANTIES HAVE BEEN SUPPLIED TO THE CUSTOMER AND THE
WITHIN THE PROPOSAL DOCUMENT REFERENCED IN EXHIBIT C.

CITY OF LENEXA, KS

EXHIBIT C
COMPANY PROPOSAL

ONE OR MORE PIERCE ~~ENFORCER MIDMOUNT AIRFAIR~~ AS SPECIFIED IN THE PIERCE MANUFACTURING
PROPOSAL, BID NO. ~~485~~ DATED ~~8/29/22~~.



Option List

8/29/2022

Customer: Lenexa Fire Department
Representative: Schultz, Karl
Organization: Conrad Fire Equipment
Requirements Manager:
Description: Lenexa Mid-Mount
Body: Aerial, 100AAT, Alum Body
Chassis: Enforcer Chassis, 100AAT

Bid Number: 485
Job Number:
Number of Units: 1
Bid Date: 08/31/2022
Stock Number:
Price Level: 42 (Current: 42)
Lane:

Line	Option	Type	Option Description	Qty
1	0010012		No Boiler Plates requested	1
2	0018180		Single Source Compliance, Aerials	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
7	0533351		Quint Fire Apparatus	1
8	0588612		Vehicle Certification, Aerial w/Pump	1
9	0681278		Agency, Apparatus Certification, Aerial w/Pump, U.L.	1
10	0891947		Certification, Vehicle Inspection Program, NFPA 1901	1
11	0536644		Customer Service Website	1
12	0620362		HGAC	1
13	0537375		Unit of Measure, US Gallons	1
14	0529326		10%, Pierce Built Chassis	1
15	0540326		Not Requested	1
16	0000007		Approval Drawing	1
17	0683881		Electrical Diagrams, 12V As-Built on CD, Custom Chassis HDR/Aerial Diagrams, Hard Copy - No hard copies	1
18	0729149		Enforcer Chassis Ascendant Tower	1
19	0000110		Wheelbase	1
			Wheelbase - *	
20	0000070		GVW Rating	1
			GVW rating - *	
21	0729280		Frame Rails, 13.38 x 3.50 x .375, Enforcer	1
22	0889473		Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 57" Qval	1
23	0796912		24,000 lb TAK-4 Axle	1
24	0090914		Suspension, Front TAK-4, 24,000 lb, DLX/Qtm/AXT/Vel/Enf	1
25	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
26	0000322		Oil Seals, Front Axle	1
27	0802640		Tires, Front, Goodyear, Armor Max MSA, 445/65R22.50, 20 ply	1
28	0725046		Wheels, Front, 22.50" x 12.25", Steel, Hub Pilot, 24k	1
29	0726771	SP	Axle, Rear, Oshkosh TAK-4 T3, 52,640 lb, Rear Steer, 2 Axle, 100AAT, ENF	1
30	0544244		Top Speed of Vehicle, 60 MPH	1
31	0639311	SP	Suspen, Rear, Oshkosh TAK-4, Independent, 52,640 lb	1
32	0000485		Oil Seals, Rear Axle	1
33	0802662		Tires, Rear, Goodyear, Armor Max MSA, 445/65R22.5, 20 ply, (AWS/IRS), Tand.FS Load Rat	1
34	0693622		Wheels, Rear, 22.50" x 13.00", Steel, Hub Pilot, Tandem, AWS/IRS	1
35	0568081		Tire Balancing, Counteract Beads	1
36	0620569		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Tandem Axle Qty, Tire Pressure Ind - 10	1
37	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
38	0627237	SP	Guard, Accuride Wheel-Guards Qty, - 06	6
39	0057936		Covers, Lug Nut, Chrome	1
40	0002045		Mud Flap, Front and Rear, Pierce Logo	1
41	0766669		Chocks, Wheel, SAC-44-E, Folding, 100AAT Qty, Pair - 01	1
42	0766668		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal, 100AAT Qty, Pair - 01 Location, Wheel Chocks - Left Side Rear Tire, Rearward	1

Line	Option	Type	Option Description	Qty
43	0010673		ABS Wabco Brake System, Tandem Rear Axle	1
44	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
45	0581433		Brakes, Bendix, Cam, Rear, 16.50 x 7.00"	1
46	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
47	0637583		Brake Reservoirs, 6,408 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
48	0630489		Air Dryer, Bendix, AD-9, With Wet Tank, Heated, Saber FR/Enforcer	1
49	0000790		Brake Lines, Nylon	1
50	0520383	SP	Air Inlet, w/Disconnect Coupling Special Location Location - DRIVERS SIDE LOWER STEP WELL OF CAB AS FAR REARWARD AS POSSIBLE Qty, Air Coupling (s) - 1	1
51	0070810		All Wheel Lockup (Aerial/Tanker Chassis)	1
52	0061683		Compressor, Air, Kussmaul 091-9HP 120V Brake Sys Location - D3 mounted to ceiling of compartment toward rear inside corner	1
53	0000820		Moisture Ejector, Automatic, w/Heat Qty, Auto. Moisture Eject - 6 Location, Moisture Ejector - Wet Tank	6
54	0612549		Fittings, Compression Type, Entire Apparatus, Tandem Rear Axle	1
55	0728018		Engine, Cummins X15, 605 hp, 1850 lb-ft, W/OBD, EPA 2021, Enforcer	1
56	0730808		Filters, Remote Mounted, Oil, Fuel, X15, VEL/AXT/Enf	1
57	0001244		High Idle w/Electronic Engine, Custom	1
58	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	1
59	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
60	0644573		Air Intake, Water & Ember Screen, Saber FR/Enforcer	1
61	0794743		Exhaust System, 5", X12/X15, MX13, Engine, Horizontal, Right Side	1
62	0788765		Radiator, Saber FR/Enforcer	1
63	0001090		Cooling Hoses, Rubber	1
64	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
65	0001129		Lines, Fuel	1
66	0595087		DEF Tank, 4.5 Gallon, DS Fill, Forward of Rear Axle Door, Material & Finish, DEF Tank - Polished Stainless	1
67	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	1
68	0552712		Not Required, Shutoff Valve, Fuel Line	1
69	0553019		Cooler, Engine Fuel, Imp/Vel, AXT/Qtm/Sab/DCF/SFR/Enf	1
70	0627062	SP	Label, Fuel Lines To and From Tank Location - Between rear differential and fuel tank; and left rear of engine	1
71	0578959		Fuel/Water Separator, Racor Inline	1
72	0801890		Trans, Allison 6th Gen, 4500 EVS P, w/Prognostics, Imp/Vel/Enf	1
73	0512762		Transmission, Shifter, 6-Spd, Push Button, 4500, Imp/Vel/Qtm/DCF/Enf Trans, ratio - 4500 EVS, 6Spd	1
74	0684459		Transmission Oil Cooler, Modine, External	1
75	0535530		Mode, Downshift, Aggressive downshift to 2nd, w/engine brake, 6 speed	1
76	0559012		Program, Transmission, Shift To Neutral, With Prk Brk	1
77	0001375		Driveline, Spicer 1810	1
78	0562365		Joints, Universal, Half Round	1
79	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
80	0605356		Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	1
81	0690274		Logo and Emblem on Dash Text, Row (1) One - Lenexa Text, Row (2) Two - Fire Text, Row (3) Three - Department	1
82	0691109		Lube System, Interlube, 24 Point, Tilt Cab, w/TAK-4, Suspension Location - below the cab near the battery box on the passenger side	1
83	0725710		Bumper, 15" Extended, Alum, Painted, Integrated, 100AAT, Enforcer	1
84	0778092		Lift & Tow Package, Enforcer	1
85	0522573		Tow Hooks Not Required, Due to Lift and Tow Package	1
86	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, UL-LX Coating, Black	1
87	0625650		7000 Enforcer Cab	1
88	0727969		Engine Tunnel, X15, Mech Fasteners, Enforcer	1
89	0633594		Rear Wall, Interior, Adjustable Seating	1

Line	Option	Type	Option Description	Qty
90	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate	
91	0805295		Cab Lift, Elec/Hyd, Manual Override, Stab Interlock, Unick Ind Lt, Enf 100AAT	1
92	0695930		Grille, Bright Finished, Front of Cab, Enforcer	1
93	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	
94	0647989		Trim, S/S Band, Across Cab Face, Arrow XT/Saber/Enforcer	1
			Material Trim/Scuffplate - e) S/S, Patterned	
95	0015440		No Chrome Molding, On side of cab	1
96	0590424		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex, Black	1
97	0648173		Full Height Door	1
			Key Model, Cab Doors - 751	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
98	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
99	0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1
100	0528251		Electric Door Locks, Cab Doors, QXS, AXT, Sab, Enf, Dash CF	1
101	0638310		Steps, 4-Door Cab, Saber FR/Enforcer	1
			Step Well Material - Aluminum Treadplate	
102	0770198		Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, Black, 4-Dr Cab	1
			Color, Handrail Light - Red	
			Control, Handrail Light - Parking Brake	
103	0892638		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	1
			Color, Trim - Black Housing	
104	0583698		Fenders, S/S on cab, Extra Wide, Saber/Enf	1
105	0748589		Handrails, Exterior, 17" Long, Hansen Knurled Alum, LED, Backlit, Black, Add'l	2
			Location - Horizontal, just below window on INTERIOR rear cab doors (knurled material); overall length to be 21" and to be mounted forward on the door (toward the hinge side) to allow for handle of a door mounted axe to extend into the window space.	
			Qty, - 02	
			Color, Handrail Light - Red	
			Control, Handrail Light - Parking Brake	
106	0042105		No Windows, Side of Crew Cab	1
107	0644019		Holder, Cup, 4" Diameter x 4" High x 1" Slit on Side, Matting, Alum, Each	4
			Location - Mount at final	
			Qty, - 04	
108	0894089		Dash, Heavy Duty Metal, Enforcer	1
			Material Finish, Metal Dash - Black	
109	0607217		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Saber FR/Enforcer	1
			Mounting Provision Spacing - 1.00"	
			Material Finish, Cab Interior - Painted	
110	0635858		Plate, Universal Adapter for Docking Station & Computer Mount, Each	1
			Location - Centered in dash recess in front of company officer seat	
			Qty, - 01	
111	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Black	
			Engine Tunnel Cover - Painted	
			Cab Interior Rear Wall Material - Painted Aluminum	
112	0753903		Cab Interior, Paint Color, Saber FR/Enforcer	1
			Color, Cab Interior Paint - b) black	
113	0012101		Floor, Aluminum Treadplate, Cab & Crew Cab, Saber/Enforcer, CARE	1
114	0722038		HVAC, Enforcer, w/X15, CARE	1
			Paint Color, A/C Condenser - Painted to Match Cab Roof	
			HVAC System, Filter Access - Removable Panel	
			Auxiliary Cab Heater - Both	
			HVAC System, Control Loc. - Panel Position #12	
			Plenum Cover Material - Metal, Painted	
115	0002120		Fan, Window Defrost, Driver's Side, One (1)	1
116	0012121		Fan, Window Defrost, Passenger's Side, One (1)	1
117	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - No Retention	
118	0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1

Line	Option	Type	Option Description	Qty
119	0583938		Lights, Engine Compt, Custom, Auto Sw, WIn 3SC0CDCR, 3" LED, Trim Qty, - 01	1
120	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT Latch, Door, Storage - Lift and Turn Latch, Flush	1
121	0530840		Box, Storage, Aluminum, Latex Gloves Location - Install at pick up Qty, - 03	3
122	0002505		Map box, 3 bin, Open from Top, Custom Chassis Location - Mount at pickup Qty, - 1	1
123	0583042		Side Roll and Frontal Impact Protection	1
124	0622619		Seating Capacity, 4 Seats	1
125	0636955		Seat, Driver, Pierce PSV, Air Ride, High Back, Safety, Saber FR/Enforcer	1
126	0632924		Seat, Officer, Pierce PSV, Air Ride, High Back, Safety, Saber FR/Enforcer	1
127	0002517		Not Required, Radio Compartment	1
128	0805427	SP	Cabinet, Rear Facing, LS, 22.75 W x 28 H x 23 D, Ext Acc Only, Sp Mtg, SFR/Enf Light, Short Cabinet - Pierce, Exterior, Left Side and Pierce, Exterior, Right Side Scuffplate, Material/Finish - S/S, Polished Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip Door, Cab Exterior Cabinet - Double Pan, Non-Locking Door, Exterior Stop - Web Strap Louvers, Cabinet - 0-No Louvers	1
129	0102783		Not Required, Seat, Rr Facing C/C, Center	1
130	0805428	SP	Cabinet, Rear Facing, RS, 22.75 W x 28 H x 22 D, Ext Acc Only, Sp. Mtg, SFR/Enf Light, Short Cabinet - Pierce, Exterior, Left Side and Pierce, Exterior, Right Side Scuffplate, Material/Finish - S/S, Polished Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip Door, Cab Exterior Cabinet - Double Pan, Non-Locking Door, Exterior Stop - Web Strap Louvers, Cabinet - 0-No Louvers	1
131	0805429	SP	Seat, Fwd Fcng C/C, DS Outbrd, PSV, Hi-Back, 17" Btm, Safety, 2.75" Inbrd, SFR/Enf	1
132	0782712		Cabinet, Forward Facing, Center, 38.50 W x 30 H x 20 D, Roll, SFR/Enf Light, Short Cabinet - Pierce, Interior, Right Side and Pierce, Interior, Left Side Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip Door, Cab Interior Cabinet - Rollup, Amdor, Anodized, Non-Locking Louvers, Cabinet - 0-No Louvers	1
133	0805430	SP	Seat, Fwd Fcng C/C, PS Outbrd, PSV, Hi-Back, 17" Btm, Safety, 2.75" Inbrd, SFR/Enf	1
134	0764024	SP	Cover, Power Point Box, Qty, Location Location - A box each side of the forward facing seats to hold a power point and a USB Port each side Qty, - 02	2
135	0620693	SP	Cabinet, Storage, Refrigerator, NR751BB Location - Center rear wall forward facing in cab.	1
136	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Black Qty, - 04	4
137	0511471		No SCBA Brackets Required In Cab Seats, Imp/Vel, AXT 2010, Qtm 2010, Saber FR/Enf	1
138	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer Seat Belt Color - Red	1
139	0543133		Bracket, Helmet Holder, Zico UHH-1 Qty, Helmet Storage Brkt - 4	1
140	0647647		Lights, Dome, FRP Dual LED 4 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches and Lens Switch Control, Dome Lt Color - Lens Switch	1

Line	Option	Type	Option Description	Qty
141	0896451		Enhanced Software for Cab and Crew Cab Dome Lts	1
142	0544466		Handlts, (4) Streamlight, Survivor C4 LED, 120v, Orange, 90503 Steady Charge Location, Lights - 1 on the rear left of the engine tunnel, 1 on the rear right of the engine tunnel, 1 next to officer seat, and 1 next to driver's seat. See Photo in S Drive. similar to. There is 1 seat in the middle one above each shoulder	1
143	0555188		Handlight, Streamlight, Fire Vulcan, 44450, C4 LED, Tail lights, 120vac, Orange Qty, Lights - 04 Location, Lights - High on the back wall of the cab, 1 over each of the out board seats and the other 2 centered in between over each shoulder of the center seat. Ask for photos if need be.	4
144	0622803		Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX Emergency Switching - Individual Switches	1
145	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
146	0032602		Speedometer, Class 1 w/LED, Officer Overhead	1
147	0673123		Light, Do Not Move Apparatus, WIn 3SR00FRR LED Alarm, Do Not Move Truck - Pulsing Alarm	1
148	0743386		Messages, Open Dr/DNMT, Color Dsply, 100AAT	1
149	0611683		Switching, Cab Instrument Lower Console & Overhead, Membrane, Enforcer WiFi MUX	1
150	0802940		Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer Location, Wiper Control - Standard Location	1
151	0731813		Hour Meter, Aerial, Included in Information Centers, ASL, AAT, ASP	1
152	0002615		Switch, Aerial 12V Master	1
153	0002617		PTO switch, w/light - aerial	1
154	0548009		Wiring, Spare, 20 A 12V DC 1st Qty, - 01 12vdc power from - Battery direct Wire termination - Butt Splice Location, Spare Wiring - Officer side recess dash, leave 6' loop	1
155	0585913		Wiring, Spare, 20 A 12V DC, 6 Circuit Fuse Block, Blue Sea 5025 2nd. Qty, - 01 12vdc power from - Ignition power Location - behind driver seat w/6' loop	1
156	0548004		Wiring, Spare, 15 A 12V DC 1st Qty, - 03 12vdc power from - Battery switched Wire termination - 15 amp power point plug Location, Spare Wiring - 1 to be located below position 101 on dash ; two to be located on the seat riser of forward facing center seat (one on left outboard side and one on right outboard side facing crew cab doors) in a double box ea side for a USB & power point	3
157	0562103		Wire, 14-ga. Spare, Dual Wire, pair 2nd Location 2 - Behind the officer's seat for the speaker radio Location - From the radio behind the driver's seat to the area next to the officer under the engine tunnel cover for the remote head.	1
158	0610968		Wiring, Spare, 2.0 A 12V DC, USB Termination Blue Sea 1016 1st Qty, - 03 12vdc power from - Ignition power Location - 1 to be located below position 101 on dash (see drawings); two to be flush mounted located in the seat riser of forward facing center seat (one on left outboard side and one on right outboard side facing crew cab doors) with wire cover inside riser	3
159	0594595		Wiring, Spare, 50 A 12V DC 1st Qty, - 01 12vdc power from - Battery direct Wire termination - Butt Splice Location - Front of engine tunnel next to officer for swivel mount for the remote radio head.	1
160	0585914		Wiring, Spare, 20 A 12V DC, 6 Circuit Fuse Block, Blue Sea 5025 1st Qty, - 01 12vdc power from - Battery direct Location - behind officer seat w/6' loop	1
161	0615386		Vehicle Information Center, 7" Color Display, Touchscreen, MUX System Of Measurement - US Customary	1

Line	Option	Type	Option Description	Qty
162	0734857		Collision Mitigation, HAAS Alert (R2V), HA5	1
			Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	
163	0606249		Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	1
164	0601959		Intercom, Firecom 5200D Dual Radio, 1 Wireless Base Station, 1-5 Wireless	1
			Location - OFFICER OVERHEAD LOC #4	
165	0006240		Cable, Radio to Intercom Interface, Firecom, 1 Radio	1
			Radio, First Two-Way Make - Motorola High Power	
			Radio, First, Two-Way Model - XTL 2500	
166	0602376		Headset, Firecom, Wireless, UHW-505 Under Helmet, Radio Transmit	4
			Qty, - 04	
			Location, Headset - Driver Seat, Officer Seat, DS Outbrd, Fwrd Fcng	
			Seat and PS Outbrd, Fwrd Fcng Seat	
167	0681408		Hangers For Headsets, NFPA, Each	4
			Qty, - 04	
			Location, Headset Hangers - Driver Seat, Officer Seat, DS Outbrd, Fwrd	
			Fcng Seat and PS Outbrd, Fwrd Fcng Seat	
168	0698805		Bracket, Johnny Ray, Heavy Duty Swivel, 14 lb. Rating	1
			Location - As required by the customer to Precision	
169	0559156		Install Customer Provided Two-Way Radio(s)	1
			Location - As required by Precision	
			Qty, - 01	
170	0657337		Antenna Mount, Custom Chassis, Cable Routed to Crew Cab Compartment	3
			Location - EVENLY SPACED ON THE CAB ROOF	
			Qty, - 03	
			Location 1 - One for the two way radio located behind the driver's seat,	
			one for the MDT located on the dash forward of the officer and one spare	
			terminating behind the driver's seat	
171	0003757		Antenna, Std and Add'l Mts Only, 2-way Radio,Cust,Spl Cable Routing	1
			Location - One spare terminating behind the driver's seat	
			Qty, - 01	
			Location 1 - (no additional mounts)	
172	0653526		Camera, Pierce, Driver Mux, Rear Camera Only	1
			Camera System Audio - Not Provided	
173	0523921		Recess, Rear Vision Camera	1
			Location, Camera, Recessed - Center Rear	
174	0890416		Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi	1
			CZT	
			Color, Antenna - Black Antenna	
			Module Housings - Black Housing with Power and Status Ind	
175	0896456		Prognostics, Electrical System	1
176	0892649		CZ Connect Telematics	1
			Subscription, CZ Connect Telematics - 5 Year Subscription	
177	0733539		Electrical System, Enf MUX ESP	1
178	0079211		Batteries, (6) Exide Grp 31, 950 CCA each, Threaded Stud	1
179	0008621		Battery System, Single Start, All Custom Chassis	1
180	0546514		Battery Compartment, Stainless Steel, Saber/Enforcer	1
			Material Finish - Unpainted	
181	0672470		Charger, Sngl Sys, Kussmaul, LPC 40, 091-200-12-Ind	1
182	0779452		Location, Charger, Cab EMS Compt, Back Wall	1
			Location - Behind Driver Seat, On the EMS Compt Vertical Wall	
183	0531403		Location, Bat Chrg Ind, Driver's Seat with Bracket	1
184	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Qty, - 01	
			Color, Kussmaul Cover - b) red	
			Shoreline Connection - Battery Charger	
185	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Crew Cab	
186	0008740		Cover, Protection over Battery Charger	1
			Location - D3	
187	0647728		Alternator, 430 amp, Delco Remy 55SI	1
188	0672067		Breakers, All Sealed Auto-Reset Type IPOS, EXCEPT Electrical Sys, DS Frame	1
			Rails	
189	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	

Line	Option	Type	Option Description	Qty
190	0783153		Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel	1
			Color, Headlight Bez - Chrome Bezel	
191	0797346		Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Outside Wrn Lts Enf, Sab FR	1
			Color, Lens, LED's - Match	
192	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
193	0735474		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber FR/Enforcer	1
			Light Guard - No Guards	
194	0625210		Lights, Directional, Cab Front Side, Truck-Lite 19036Y LED, AXT/Enf	1
195	0670831		Lights, Clearance/Marker/ID, Rear, P25 LED 7Lts, 100AAT	1
196	0602938		Light, Marker End Outline, Rubber Arm, LED Marker Lamp, Rear Body	1
			Qty, Lights, Pair - 1	
197	0804514		Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg	1
			Color, Lens, LED's - Match	
			Flash Pattern, Directional Lts - Steady On (Arrow)	
198	0561471		Lights, Backup, Wln M6BUW, LED, For Tail Lt Housing	1
199	0889577		Bracket, License Plate & Light, P25 LED, Stainless Brkt	1
			Color, Trim - Black Housing	
200	0556842		Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	1
201	0589905		Alarm, Back-up Warning, PRECO 1040	1
202	0786010	SP	Special Mounting Location, Rear MUX Box, R1 Forward Wall	1
203	0525003		Lights, Perimeter Cab, Wln 20C0CDCR 4" LED	1
			Cab, Perimeter Scene - Cab, 4dr Custom	
204	0616636		Lights, Perimeter Pump House, Wln 20C0CDCD LED 1lt	1
205	0763190		Lights, Perimeter Body, Amdor AY-LB-12HW012 LED 3lts	1
			Control, Perimeter Lts - Parking Brake Applied	
206	0896454		Enhanced Software for Perimeter Lts	1
207	0735865		Step Illumination, Pump Panel Light Shield, 100AAT, w/Pump	1
208	0776357		Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st	1
			Qty, - 01	
			Location, driver's/passenger's/center - Centered	
			Color, Wln Lt Housing - Black Paint	
			Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw	
			Panel PS	
			Scene Light Optics - Flood/Spot	
209	0768064		Lights, Wln, PCPSM1* Pioneer, 12 VDC, 1st	2
			Location - DS rear of crew cab door, PS Rear of crew cab door	
			Qty, - 02	
			Color, Wln Lt Housing - Black Cover	
			Control, Scene Lts - Side Scene Controls	
210	0749209		Lights, Wln, S30M** 30" 12VDC, LS Body	2
			Location - LS body spaced evenly	
			Qty, - 02	
			Control, Light - Mkr Lt Not Connected	
			Color, Wln Lt Housing - Black Paint	
			Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS, Cab Sw	
			Panel PS and Body Switch, DS Rear SS	
			LED Module Type - 2 White Spot	
211	0749207		Lights, Wln, S30M** 30" 12VDC, RS Body	2
			Location - RS body spaced evenly	
			Qty, - 02	
			Control, Light - Mkr Lt Not Connected	
			Color, Wln Lt Housing - Black Paint	
			Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS, Cab Sw	
			Panel PS and Body Switch, DS Rear SS	
			LED Module Type - 2 White Spot	
212	0766906		Lights, Wln, PCPSM1*, Pioneer, 12 VDC, 1st	2
			Location - rear each side high	
			Qty, - 02	
			Color, Wln Lt Housing - Black Cover	
			Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS, Cab Sw	
			Panel PS and Body Switch, DS Rear SS	
213	0766802		Not Required, Deck Lights, Other Hose Bed & Rear Lighting, 100AAT	1
214	0729276		Lights, Hose Bed, Front/Rear, Light Strips, AAT	1
			Control, Hose Bed Lts - Park Brk	

Line	Option	Type	Option Description	Qty
215	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
216	0892706		Lights, Walk Surf, FRP Flood, P25 LED, 100AAT	1
			Color, Trim - Black Housing	
217	0611535	SP	Switch, Master, Scene Lighting, Qty	3
			Location - DS and PS cab switch panels and one at DS pump panel	
			Qty, - 03	
			Fill in Blank - visor lights, DS and PS and Rear scene lights	
218	0771870		100' Steel Tower Aluminum Body	1
219	0554271		Body Skirt Height, 20"	1
220	0769002		300 Gallon Water Tank	1
221	0751917		Overflow, 3.00" Water Tank, Poly	1
222	0028107		Not Required, Foam Cell Modification	1
223	0003429		Not Required, Direct Tank Fill	1
224	0769016		Right Side Hose Bed	1
225	0723546		DA Finished Hose Bed/Cargo Area	1
226	0555137		Hose Bed Capacity 800' of 5.00", 100AAT, 100' RMAP	1
227	0748063		Hose Restraint, Front Vinyl/Treadplate, 1" Heavy Nylon Web Rear, 100AAT	1
			Color, Vinyl Cover - a) red	
228	0003512		Running Boards, Ascendant, PAL	1
229	0735582		LS Turntable Steps	1
			Step, Flip - No Flip Step	
			Body Handrail Finish - knurled aluminum	
			Step Surface, Turntable - Punched Grip	
230	0889980		Lights, Step (3), P25 LED, One Side	1
			Control, Scene Lts - Park Brake	
			Color, Trim - Black Housing	
231	0690023		Wall, Rear, Smooth Aluminum	1
232	0074515		Tow Eyes (2), 100AAT, Ascendant Single Axle, 75' HAL	1
233	0769019		Construction, Compt, Alum, 100AAT	1
234	0771504		Roll Left Side Front	1
			Latch, Door, Access - lift and turn latch, flush, pair	
235	0771505		Roll Right Side Front	1
236	0740389		Doors, ROM Series IV Rollup, Side Compartments	10
			Qty, Door Accessory - 10	
			Color, Roll-up Door - ROM Series IV Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
237	0740006		Bumper, Rear, 3", Counterweight, Steel, Full 45 Degree Angled Corners, 100AAT	1
238	0775813	SP	Door Switch, ROM, 3-Wire, R03995 w/Series IV Compt Doors Only	10
			Qty, Door Accessory - 10	
			Location, Door Accessory - All	
239	0603083		Lights, Compt, Pierce LED, Dual Light Strips, Each Side Dr, Ascend	9
			TA, 75' HAL, PAP, HDL	
			Qty, - 09	
			Location, Compartment Lights - All Body Compts	
240	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
241	0600289		500 lb Adjustable Shelf	10
			Qty, Shelf - 10	
			Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - .Location To Be Determined	
242	0647772		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 3G	5
			Qty, - 05	
			location - TBD	
			Material - Painted - Spatter Gray	
243	0709346		Toolboard, Slide-out, Alum, .188", Peg Board, Predefined Locations	3
			Qty, - 03	
			Mounting, Toolboard - Adjustable side-side	
			Hole Diameter, Pegboard/Toolboard - .203" diameter	
			Finish, Pegboard/Toolboard - Painted - Spatter Gray	
			Location, Partition/Toolboard, Predefined - .Location To Be Determined	
244	0755527		Pegboard, Back Wall Mounted, 3/16" Alum, Standard Depth Upper	4
			Qty, Comp. Accessory - 04	
			Hole Diameter, Pegboard/Toolboard - .203" diameter	
			Finish, Pegboard/Toolboard - Painted - Spatter Gray	

Line	Option	Type	Option Description	Qty
244			Location, Compartment, Predefined - LS1	
245	0061917		Rub Rail, Aluminum Extruded, 3.12", Side of Body	1
246	0769018		Fender Crowns, Rear, S/S, w/Removable Fender Liner, Aerial, 3G, Two Pair	1
247	0519849		Not Required, Hose, Hard Suction	1
248	0893756		Handrails, Side Pump Panels, Per Print, Aerial	1
249	0765324		Step, Runningboard - step Compt, Air Bottle/Extinguisher,Between Tandems,Three (3),w/Straps,100AAT,Bolt-lr	2
			Qty, Air Bottle Comp - 2	
			Location, driver's/passenger's/center - 1LS & 1RS	
			Door Finish, Fender Compt - Polished	
			Latch, Air Bottle Compt - Flush Lift & Turn, Pair	
			Insert, Air Bottle Compt - Rubber Matting	
			Door Type - lift up with pneumatic spring	
250	0795333		Compt, Air Bottle, Single, Fender Panel, Bolt-In	4
			Qty, Air Bottle Comp - 4	
			Door Finish, Fender Compt - Polished	
			Location, Fender Compt - Single - LS Fwd, Single - LS Rear, Single - RS	
			Fwd and Single - RS Rear	
			Latch, Air Bottle Compt - Flush Lift & Turn	
			Insert, Air Bottle Compt - Rubber Matting	
251	0768635		Ladder, 35' Duo-Safety 1200A 2-Sect	2
			Qty, - 02	
252	0010406		Ladder, 28' Duo-Safety 1200A 2-Section	1
			Qty, - 1	
			Location, Extension Ladder - torque box	
253	0024232		Ladder, 16' Duo-Safety 875A Roof	1
			Qty, - 1	
254	0014232		Ladder, 20' Duo-Safety 875A Roof	1
			Qty, - 1	
255	0024233		Not Required, Attic Extension Ladder	1
256	0768634		Ladder, 10' Duo-Safety Folding, 585A	2
			Qty, - 02	
			Location, Folding Ladder Aerial - torque box	
257	0744389		Ladders Stored in Torque Box, Generator Storage, ROM Series IV Roll, 100AAT	1
			Color, Roll-up Door - ROM Series IV Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
258	0766602		Lights, Torque Box Ladder Storage, Pierce LED Strip Lights, 2 Lts, 100AAT	1
259	0004998		Pike Pole, 12' Nupla, Fiberglass, I Beam, SPD-12	2
			Qty, - 02	
260	0567897		Pike Pole, 8' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-8	2
			Qty, - 02	
			Location - 1 in rear 1 on aerial	
261	0552649		Pike Pole, 6' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-6	2
			Qty, - 02	
			Location - Rear	
262	0789586		Pike Pole, 3' DUO Safety, Fiberglass, w/D Handle	2
			Qty, - 02	
263	0770578		Pike Pole Tubes, in Torque Box/Ladder Storage, ABS	6
			Qty, - 06	
264	0004379		Bell, 12" Chrome w/Eagle, Mounted on Cab Corner	1
265	0765390		Pump House, Side Control, 42", 100AAT, Control Zone	1
266	0767048		Pump House Structure	1
267	0722634		Pump, Darley, TSM, 2000 GPM, Magna Transmission, Single Stage, 100AAT	1
268	0007153		Seal, Mechanical, Darley, Silicon Carbide	1
269	0794209		Trans, Pump, Darley Magna	1
270	0635600		Pumping Mode, Stationary Only	1
271	0604306		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Darley	1
272	0003148		Transmission Lock-up, EVS	1
273	0004547		Auxiliary Cooling System	1
274	0014486		Not Required, Transfer Valve, Single Stage Pump	1
275	0746501		Valve, Relief Intake, Elkhart	1
			Qty - 1	
			Pressure Setting - 125 psig	

Line	Option	Type	Option Description	Qty
275			Intake Relief Valve Control - Behind Right Side Pump Panel	
276	0794959		Controller, Pressure, Pierce, Pump Boss, PBA300	1
277	0072153		Primer, Trident, Air Prime, Air Operated	1
278	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
279	0602492		Plumbing, Stainless Steel and Hose, Single Stage Pump, 100AAT	1
280	0089437		Plumbing Without Foam System	1
281	0751029		Inlets, 6.00", (1) Left Side, (1) Right Side, 1500-2000 GPM Pump, 100AAT	1
282	0014650		Pump Suction Tube(s), Short, All	1
283	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
284	0084610		Valves, Akron 8000 series- All	1
285	0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	1
			Qty, Inlets - 1	
286	0004700		Control, Inlet, at Valve	1
287	0004660		Inlet (1), Left Side, 2.50"	1
288	0004680		Inlet, Right Side, 2.50"	1
289	0034720		Anode, Zinc, Pair, Pump Inlets	1
290	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
291	0767284		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing, 100AAT	1
292	0004905		Outlet, Tank Fill, 1.50"	1
293	0062133		Control, Outlets, Manual, Pierce HW if applicable	1
294	0004940		Outlet, Left Side, 2.50"	2
			Qty, Discharges - 02	
295	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
296	0004945		Outlet, Right Side, 2.50"	1
			Qty, Discharges - 01	
297	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
298	0766070		Outlet, 4" w/4" Valve, Right Side, Akron 9333 Elec Controller	1
299	0005097		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz	1
			Qty, - 01	
300	0092572		Not Required, Outlet, Front	1
301	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
302	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
303	0029106		Not Required, Deluge Outlet	1
304	0767110		Waterway Outlet & Control, 4" Akron, Sm HW, 100AAT	1
305	0723726		Speedlay Module Not Required	1
306	0722432		Hose Restraint Not Required, No Speedlay Module	1
307	0723395		Speedlays, Not Required	1
308	0723394		Speedlays, Not Required	1
309	0762277		Crosslays Sngl Sheet Unpainted, (1+) 1.50" Std. Cap, 100AAT	2
			Qty, Crosslays - 2	
310	0762275		Crosslays Sngl Sheet Unpainted, (1) 2.50" Std Cap, 100AAT	1
311	0591145		Hose Restraint, Crosslay/Deadlay, Top/Ends, Elastic Netting	2
			Qty, - 02	
312	0044333		Foam System Not Required	1
313	0012126		Not Required, CAF Compressor	1
314	0552517		Not Required, Refill, Foam Tank	1
315	0042573		Not Required, Foam System Demonstration	1
316	0045465		Not Required, Foam Tanks	1
317	0091110		Not Required, Foam Tank Drain	1
318	0091112		Not Required, Foam Tank #2 Drain	1
319	0738072		Approval Dwg, Pump Panel(s), Not Required	1
320	0032479		Pump Panel Configuration, Control Zone	1
321	0747651		Step, Slide-Out/Fold-Out, Pump Operator Platform, 100AAT	1
322	0667186		Light, Slide-Out Pump Operator Step, On Scene Solutions Access LED, Short Step	1
323	0005525		Material, Pump Panels, Side Control Brushed Stainless	1
324	0723264		Panel, Pump Access - Right Side Only, 100AAT	1
			Latch, Pump Panel Access, Side Mount - Flush Lift and Turn, Chrome,	
			AAT	
325	0583824		Light, Pump Compt, Wln 3SC0CDCR LED White	1
			Qty, - 01	
326	0586382		Gauges, Engine, Included With Pressure Controller	1

Line	Option	Type	Option Description	Qty
327	0005601		Throttle, Engine, Incl'd w/Press Controller	1
328	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle, Green	1
329	0549333		Indicators, Engine, Included with Pressure Controller	1
330	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
331	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
332	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
333	0738602		Gauge, Water Level, Class 1, w/ (1) Large Slave & (1) Mini, Remote Module Driver	1
			Location, Water Level Gauge, Single-Select - b) LS Pump Panel	
			Activation, Water Level G - pb) parking brake is applied	
334	0750438		Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level	3
			Qty, - 03	
			Activation, Water Level G - pg) pump in gear	
			Location, Water Level Gauge, Multi-Select - Rear Body, Cab, Behind Left	
			Cab Door and Cab, Behind Right Cab Door	
			Color, Trim - Black Trim	
335	0006774		Not Required, Foam Level Gauge	1
336	0593126		Light Shield, S/S DS & PS, 100AAT, Std LED	1
337	0762640		Air Horns, (2) Hadley, 6" Round, eTone, In Bumper, 100AAT	1
338	0606833		Location, Air Horns, Bumper, Each Side, Inside Frame (Pos #3 & #5)	1
339	0757092		Control, Air Horn, Multi Select	1
340	0757076		Control, Air Horn, Lanyard, RS	1
			Lanyard - Plastic Coated Braided Cable	
341	0757084		Control, Air Horn, Horn Ring	1
342	0757077		Control, Air Horn, Lanyard, LS	1
			Lanyard - Plastic Coated Braided Cable	
343	0549924		Siren, Federal PA300-012MSC 690010, Hi-Lo Tone, 200 Watt	1
344	0510206		Location, Elect Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, DS Center Sw Pnl	
345	0076156		Control, Elec Siren, Head Only	1
346	0601331		Speaker, (2) Federal, ES100C w/ESFMT Recess Mnt & Trim Ring	1
			Connection, Speaker - siren head	
347	0601558		Location, Speaker, Frt Bumper, Recessed, Ea Side, Outside Frame, Inbrd (Pos 2/6)	1
348	0895382		Siren, Federal Q2B, Enforcer, 100AAT	1
			Finish, Q2B Siren - Chrome	
349	0891153		Siren, Mechanical, Mounted Above Deckplate, Swivel, 100AAT	1
350	0748305		Control, Mech Siren, Multi Select	1
351	0748282		Control Mech Siren, Ft Sw LS	1
352	0740391		Sw, Siren Brake, Momentary Chrome Push Button, RS	1
353	0740348		Sw, Siren Brake, Momentary Foot, LS	1
354	0746353		Not Required, Warning Lights Intensity	1
355	0752984	SP	Lightbar, WIn, Freedom IV, Rota-Bm, 81", RBRRWBOptBWRRBR	1
			Opticom Priority - b) High	
			Opticom Activation - E-Master	
			Momentary Opticom Activation - no activation	
			Filter, Whl Freedom Ltbrs - No Filters	
356	0899296		Lights, Front Zone, WIn M6** M6** M6** M6** M6** M6** Wrap Hdlr Bzl, Enf 6lts	1
			Color, Lens, LED's - Clear	
			Color, Lt DS Frnt Outside - DS Front Outside Blue	
			Color, Lt PS Frnt Outside - Right Red	
			Color, Lt DS Front Inside - Left Blue	
			Color, Lt PS Front Inside - Right Red	
			Color, Lt DS Frnt Out Corner - Blue Flashing	
			Color, Lt PS Frnt Out Corner - Red Flashing	
			Color, Q Bezel and Trim - Polished Chrome	
357	0554452		Light, Front, WIn M6*C LED, Clear Lens 1st	2
			Location, Lights - Best Location	
			Qty, - 02	
			Color, Lights, Warning - a) white	
			Control, Light - f) emerg master	
358	0776389		Flash Pattern, WIn M6**, Pinwheel 154	1
359	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	

Line	Option	Type	Option Description	Qty
360	0898752		Lights, Side Zone Lower, WIn M6#, M6#, M6# Split Color 6Lts Location, Lights Mid - Behind Crew cab door Location, Lights Rear - Over rear wheels Location, Lights Front Side - b)each side bumper Color, Trim - Chrome Trim Color, Lt Side Frnt RS Cmb - Red Blue Color, Lt Side Frnt LS Cmb - Red Blue Color, Lt Side Mid LS Cmb - Red/Blue Color, Lt Side Mid RS Cmb - Red and Blue Color, Lt Side Rear RS Cmb - Red Blue Color, Lt Side Rear LS Cmb - Red Blue	1
361	0540783		Lights, Rear Zn Lwr, WIn M6*C LED Color, Lt DS Rear - r) DS Rear Lt Red Color, Lt PS Rear - r) PS Rear Lt Red	1
362	0608992	SP	Lights, Rear, WIn LINV2 Horizontal Optic, LED Lights Location - 1 each side of rear tailboard Qty, - 02 Color, Lights, Warning - f) red ps/blue ds Control, Light - c) rear lower warning Control, Scene Lts - Park Brake	2
363	0546253	SP	Lights, Rear, WIn M9*C LED pr, Split Red/Blue, Clear Lens Location - Rear bulkhead (see drawing) - red lights outboard Qty, Lights, Pair - 1 Control, Light - a) rear upper warning	1
364	0088745		Light, Rear Zone Up, WIn L31HRFN LED Beacon, Red LED Color, Dome, Rear Warning - j) both domes clear	1
365	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
366	0791501		Light, Traffic Directing, WIn TAL65, 36" Long LED, Aerials Activation, Traffic Dir L - Not Connected	1
367	0530074		Location, Traf Dir Lt, On Top of Body Below Turntable w/Trdplt Box	1
368	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
369	0633079		Refrigerator, Norcold NR751BB, 2.7 cf AC/DC Location - Center cab forward facing	1
370	0780368		Receptacle Strip, 20A 120V 6-Place, Sentrex M620BZLS 15.37", Surge Prot, Int Cab Qty, - 04 Location 1 - 1 Inside the two rear facing ems cabinets, as well as 1 on top of each ems cabinet.	4
371	0783678		AC Power Source - Shoreline Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st Location, Receptacles - P1 and P3. MOUNT ON ONE OF THE SIDE WALLS APPROX HALF WAY UP Qty, - 02 AC Power Source - Shoreline Cover, Receptacle - Interior SS Wall Plate(s)	2
372	0519934		Not Required, Brand, Hydraulic Tool System	1
373	0649753		Not Required, PTO Driven Hydraulic Tool System	1
374	0771866		1000lb Tip Load 35MPH Wind Aerial Device	1
375	0680821		Boom Panel, Pair	1
376	0898397	SP	Paint Color, Predefined - #10 white Aerial Extension Markers, 100AAT	1
377	0688232		Rung Covers, Aerial Device Rung Cover Color - Safety Yellow	1
378	0728982		Box, Saw Storage, w/Cover, Base Section Above Boom Panel, 100AAT, Door Sw Qty, - 01 Finish - Painted, Aerial Device Color Latch, Door, Storage - "D" Handle Latch Location, Aerial Device - right side Louvers - no louvers	1
379	0678539		Brackets Only, Roof/Wall Ladder, Aerial Fly Section Finish - DA Finish Roof Ladder, Make/Model - 16' Duo-Safety 875-A	1
380	0678641		Brackets Only, Pike Pole, Aerial Fly Section Qty, - 01	1

Line	Option	Type	Option Description	Qty
380			Pike Pole Make/Model - Fire Hooks Unlimited 6' New Yorker Pike Pole	
381	0623645		Aerial Stability Test, Max Tip Options	1
382	0770598		Basket, 100AAT	1
383	0803225		Lights, Turntable Walkway, P25, On Scene, LED, 100AAT	1
			Color, Trim - Black Housing	
384	0767535		Light, Turntable Console, TecNiq E-10, LED	1
385	0732762		Basket Heat Shields, 100AAT	1
386	0766953		Control Stations, 100AAT	1
387	0751349		Lights, Basket Interior, Amdor AY-LB-12HW020-0, 20" 100AAT	1
388	0709594		Remote Aerial Control, Wireless, D-Series MUX Aerials, Hetronic	1
			location - TBD	
			Location, Wireless Receiver - Back of Turntable Console	
389	0771862		Stabilizers, 100AAT, Three Sets	1
390	0729051		Stabilizer Pan and Trim Material	1
			Stabilizer Panels - polished stainless steel	
			Stabilizer Trim - polished stainless steel	
391	0746173		Door, Stabilizer Control Box, Aerial MUX, 100AAT	1
			Latch, Door, Storage - Lift and Turn Latch, Flush	
			Hinge Location - Inboard	
			Door, Material & Finish, Stabilizer - Smooth aluminum	
392	0615058		Stabilizer Placement, Cameras w/Command Zone Color Display, 1 Set	1
393	0771218		Hydraulic System, 100AAT	1
394	0767932		Swivels, w/Encoder, 36, 100AAT	1
395	0767931		Electrical System, 100AAT	1
396	0783180		Lights, Tip, WIn MPB* LED, Front of Basket 1lt	1
			Color, WIn Lt Housing - White Paint	
397	0752453		Lights, Tracking, WIn MPB* LED, 100AAT 2lts	1
			Color, WIn Lt Housing - White Paint	
			Scene Lt Optics LH Base - L Spot	
			Scene Lt Optics RH Base - R Spot	
398	0740232		Basket Access, w/ Flip Down Step, Lift Bar Latch, Lit Handrails, 100AAT	1
			Color, Handrail Light - Red	
			Control, Handrail Light - Parking Brake	
			Body Handrail Finish - knurled aluminum lit	
			Finish, Step Well - aluminum treadplate	
399	0894586		Lights, Step (4), P25, Ladder Style Access Steps, Both Sides	1
			Control, Light - i) park brake	
			Color, Trim - Chrome Housing	
400	0749120		Lighting, Rung, LED, TecNiq, 5 Section, Base, Low, Cent, Upper, Fly, 100AAT	1
			Control, Aerial Rung Lighting - DS Pump Panel Sw and Turntable Sw	
			w/Master Batt Sw	
			Color, Lt Aerial Fly Sect - Blue & (3) Red	
			Color, Lt Aerial Base Sect - Blue	
			Color, Lt Aerial Lower Mid Sect - Red	
			Color, Lt Aerial Upper Mid Sect - Blue	
			Color, Lt Aerial Mid Sect - Red	
401	0540743		Lights, Stabilizer Warn (2) Sets, WIn M6°C LED, Clear Lens	1
			Color, Lt Rr Stabilzr Pan - r) Pan Light Red	
			Color, Lt Fr Stabilzr Pan - r) Pan Light Red	
402	0068703		Lights, Grote Supernova LED, Stabilizer Beam, (1) Set	1
403	0762387		Lights, Stabilizer Scene, (3) sets, Amdor AY-LB-12HW012, 100AAT	1
404	0764091		DC Power To Tip, 12.88 Amp, 100AAT	1
405	0737181		Intercom, 2-Way Fire Research ICA910 Hands Free	1
406	0766913		Breathing Air to Tip, (1) 4500 PSI, 100AAT	1
			Refill Hose - 50'	
			Breathing Air Fitting - Hansen	
			Breathing Air Mask Box - mask box platform rubber draw latch	
407	0024742		Not Required, Mask, Breathing Air To Tip	1
408	0767396		Aerial Pedestal	1
409	0766834		Lyfe Brackets, 3-In-1, Used w/Duo-Safety 875 Ladders ONLY, 100AAT	1
410	0767149		Turntable Access, ManSaver Bar, Yellow	1
411	0804860		Waterway, 100AAT	1
			Aerial Waterway Drain 100AAT - Standard Location, Right Side	

Line	Option	Type	Option Description	Qty
412	0730399		Valves, (2) TFT VUM (Valve Under Monitor), Manual	1
413	0764417		TFT Electric/Manual Monitors w/VUM	1
			Nozzle, Monitor 1, PAP - TFT YST-4NN Tips	
			Nozzle, Monitor 2, PAP - TFT M-ERP2000 Electric 2000 gpm	
414	0086971		Flowmeter, Waterway, MUX, PAP	1
415	0009364		Inlet, 5.00", S/S, w/ Pump, Right Side, 100AAT	1
416	0803905		Painted Aerial Waterway, 100AAT	1
			Paint Color, Predefined, Aerial - Red 90	
417	0047897		Tools, Aerial	1
418	0747588	SP	Manuals and Training, 3 Consecutive Days, USB Flash/Manuals, Platform	1
419	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
420	0602497		NFPA Required Loose Equipment, Quint, NFPA 2016, Provided by Fire Department	1
421	0602397		Soft Suction Hose, Provided by Fire Department, Quint NFPA 2016 Classification	1
422	0027023		No Strainer Required	1
423	0602534		Extinguisher, Dry Chemical, Quint NFPA 2016, Provided by Fire Department	1
424	0602352		Extinguisher, 2.5 Gal. Pressurized Water, Quint, NFPA 2016, Provided by Fire Dept	1
425	0765595		Ladder Belts, Aerial	1
			Safety Belt, Large/XL - (2) two Large/XL (34"-42" waist)	
			Safety Belt, Small/Medium - (0) small/medium (26"-34" waist)	
			Safety Belt, XXL - (1) one XXL (42"-50" waist)	
426	0007482		Not Required, Crowbars	1
427	0007484		Not Required, Claw Tools	1
428	0602883		Axe, Flathead, Quint NFPA 2016, Provided by Fire Department	1
429	0602670		Axe, Pickhead, Quint NFPA 2016, Provided by Fire Department	1
430	0007494		Not Required, Sledgehammers	1
431	0741569		Paint Process / Environmental Requirements, Appleton	1
432	0709566		Paint, Two-Tone Color, Enforcer	1
			Paint Color, Upper Area, Predefined - #90 red	
			Shield, Cab - Standard Shield	
			Paint Color, Lower Area, Predefined - #90 Red	
			Paint Break, Cab - Standard Two-Tone Cab Break	
433	0709845		Single Color Body Paint	1
			Paint, Body - Match Lower Cab	
434	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Standard Black	
435	0693798		Paint, Front Wheels	1
			Paint, Wheels - Black #101	
436	0693795		Paint, Rear Wheels, Tandem Axle	1
			Paint, Wheels - Black #101	
437	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Black #101	
438	0007230		Compartment, Painted, Spatter Gray	1
439	0792638		Aerial Platform Paint	1
			Paint Color, Aerial Device - White 10	
			Paint Color, Turntable - White 10	
			Paint Color, Boom Support - gloss black primer	
			Paint Color, Cylinders - white 10	
			Paint Color, Aerial Torque Box - gloss black primer	
			Paint Color, Aerial Stabilizers - black 101	
			Paint Color, Aerial Basket - white 10	
			Paint Color, Aerial Rotation Motor - Black	
			Paint Color, Aerial Control Console - white 10	
440	0544111		Reflective Band, 10"	1
			Color, Reflect Band - A - a) white	
441	0007357		Reflective on Front Bumper	1
442	0583454		Stripe, Chevron, Rear, Diamond Grade, Aerial	1
			Color, Rear Chevron DG - fluorescent yellow green	
443	0598754		Stripe, Reflective/Diamond Grade, 4.00" on Stabilizers	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
444	0065687		Stripe, Reflective, Cab Doors Interior	1
			Color, Reflective - a) white	
445	0033179		Lettering Specifications, Reflective	1

Line	Option	Type	Option Description	Qty
446	0686114		Lettering, Reflective, 10.00", (41-60)	1
			Outline, Lettering - Outline and Shade	
447	0685986		Lettering, Reflective, 11.00", (41-60)	1
			Outline, Lettering - Outline and Shade	
448	0684182		Emblem, Maltese Cross, Reflective, 21"-23", Pair	2
			Qty, - 02	
			Location, Emblem - TBD	
449	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
450	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
451	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
452	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
453	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
454	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
455	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
456	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
457	0644874		Warranty, Axle, 3 Year, TAK-4, IRS, WA0249	1
458	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
459	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
460	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
461	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
462	0695416		Warranty, Pierce Camera System, WA0188	1
463	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
464	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
465	0685945		Warranty, Transmission Cooler, WA0216	1
466	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
467	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
468	0681118		Warranty, ROM, Roll-up Door, 7 Year, WA0206	1
469	0582368		Warranty, Pump, Darley, 6 Year Parts, 3 Year Labor, WA0179	1
470	0648675		Warranty, 10 Year S/S Pumping, WA0035	1
471	0641372		Warranty, Foam System, Not Available	1
472	0006999		Warranty, Structure, 20 Year, Aerial Device, WA0052	1
473	0687388		Warranty, Swivels, 5 Year, Aerial Device, WA0197	1
474	0685727		Warranty, Hydraulic System and Components, 3 Year/5 Year, WA0200	1
475	0687327		Warranty, Waterway, 10 Year, Aerial Device, WA0198	1
476	0595860		Warranty, Paint, 4 Year, Aerial Device, Pro-Rated, WA0047	1
477	0553455		Warranty, Electronics, 5 Year, MUX, WA0014	1
478	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
479	0595412		Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	1
480	0683627		Certification, Vehicle Stability, CD0156	1
481	0892659		Certification, Engine Installation, Enf, Cummins X15, 2021	1
482	0686786		Certification, Power Steering, CD0098	1
483	0892691		Certification, Cab Integrity, Saber FR/Enforcer, CD0189	1
484	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
485	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
486	0631974		Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1
487	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
488	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
489	0545073		Amp Draw Report, NFPA Current Edition	1
490	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
491	0799248		Appleton/Florida BTO	1
492	0000053		Ascendant Tower	1
493	0000012		PIERCE CHASSIS	1
494	0004713		ENGINE, OTHER	1
495	0046396		EVS 4000 Series TRANSMISSION	1
496	0018574		DARLEY PUMP	1
497	0020009		POLY TANK	1
498	0028047		NO FOAM SYSTEM	1
499	0020006		SIDE CONTROL	1

Line	Option	Type	Option Description	Qty
500	0020007		AKRON VALVES	1
501	0020015		ABS SYSTEM	1
502	0755454		AERIAL MEDIUM	1

**BLACK HOOF DISC GOLF COMPLEX SPONSORSHIP
PRESENTING SPONSOR AGREEMENT**

This PRESENTING SPONSOR AGREEMENT (“Agreement”) made this ____ day of _____, 2022 (the “Effective Date”) sets forth the principal terms of the proposed public-private partnership between THE CITY OF LENEXA, KANSAS (“City”), HENDERSON ENGINEERS, Inc. (“Henderson”), THE KANSAS FLYING DISC ASSOCIATION (“KFDA”), KEVIN LEWIS, and JASON WOLLUM, associated with the proposed municipal disc golf course complex located at the City’s Black Hoof Park and ensure its long-term success as a top-quality venue.

WHEREAS, the City is the owner of Black Hoof Park located east of Monticello Road at 89th Street (“Black Hoof”) which is a 231-acre park featuring a 35-acre, deep-water lake, several miles of trails, and multiple shelters and play areas; and

WHEREAS, the City is designing and constructing a disc golf course complex at Black Hoof that will include an 18-hole championship course and a 9-hole short course as well as associated infrastructure (“Disc Golf Complex”); and

WHEREAS, the Lenexa Foundation is a 501(c)(3) organization that accepts donations on behalf of the City in order to support of a variety of work in the City including but not limited to the maintenance of park amenities and recreation programs; and

WHEREAS, Henderson is a separate legal entity from the City, and is a Lenexa-based engineering firm that desires to provide financial support for the development of the Disc Golf Complex at Black Hoof through Henderson’s 501(c)(3) foundation; and

WHEREAS, KFDA is a separate legal entity from the City, and is a 501(c)(3) organization that desires to provide financial support for the development of the Disc Golf Complex at Black Hoof; and

WHEREAS, Kevin Lewis is a Principal at Henderson and is a Lenexa resident that desires to provide financial support for the development of the Disc Golf Complex at Black Hoof; and

WHEREAS, Jason Wollum is a Principal at Henderson, and is a Lenexa resident that desires to provide financial support for the development of the Disc Golf Complex at Black Hoof; and

WHEREAS, Henderson, Kevin Lewis, Jason Wollum, and the Kansas Flying Disc Association (collectively the “Donors”) desire to donate such funds to the Lenexa Foundation to provide support for the Disc Golf Complex at Black Hoof; and

WHEREAS, the parties intend to work together in cooperation and partnership with each other for the completion of the Disc Golf Complex.

NOW, THEREFORE, for the conditions, covenants and agreements set forth below, the City and Donors agree as follows:

1. PURPOSE AND TERM:

- a. The City is designing and constructing a new Disc Golf Complex located in the north portion of Black Hoof. The Disc Golf Complex will include two separate courses: a 10,000 ft. long, 18-hole championship course (“Championship Course”) and a 9-hole short course (“Short Course”) as well as associated infrastructure for each course. A depiction of the Disc Golf Complex is attached hereto as Exhibit A and incorporated herein by reference. The Disc Golf Complex will be named the “Black Hoof Park Disc Golf Course.”
- b. The purpose of this Agreement is to set forth the terms and conditions associated with funds received by the Lenexa Foundation for the financial support of the development and operation of the Disc Golf Complex at Black Hoof Park.
- c. The parties agree that the term of this Agreement commences on the Effective Date and expires after 10-years (120 months) (the “Term”). The parties will meet and confer prior to expiration of the Agreement to address the present conditions and future goals of the Disc Golf Complex.
- d. During the Term of this Agreement and for ninety (90) days thereafter, Donors shall be the exclusive Presenting Sponsor (defined hereinafter) of the Disc Golf Complex and during the Term, the City shall not enter into any agreement with any third-party with respect to being the Presenting Sponsor for the Disc Golf Complex. After expiration of the Term, the Donors, collectively and individually, shall have a right of first refusal regarding the Presenting Sponsorship and City shall not enter into any agreement with any third-party with respect to being the Presenting Sponsor unless the City first offers such opportunity to Donors. Donors shall have ninety (90) days after receiving such offer to accept and negotiate a new Presenting Sponsor agreement. If all of the Donors reject the offer or negotiations do not result in a new Presenting Sponsor agreement during the negotiation period, then the City may enter into negotiations with third parties to be the Presenting Sponsor of the Disc Golf Complex.

2. RELATIONSHIP BETWEEN THE PARTIES: The parties agree that the relationship of the parties is between two separate and independent entities. There is not a joint venture, partnership, employer/employee or principle/agent relationship.

3. FUNDING: Henderson has solicited pledges and received commitments and contributions from the Donors for the Disc Golf Complex. Henderson will provide donations to the Lenexa Foundation for the design, construction, operation and maintenance of the Disc Golf Complex. The Disc Golf Complex funding will be as follows:

- a. A donation of Forty Thousand Dollars (\$40,000) will be made to the Lenexa Foundation no later than 30-days after the Effective Date of this Agreement. This donation shall be contributed from the Donors as follows:
 - i. \$10,000 from Henderson

- ii. \$20,000 from KFDA
 - iii. \$5,000 from Kevin Lewis
 - iv. \$5,000 from Jason Wollum
- b. A donation of Ten-Thousand Dollars (\$10,000) from Henderson on or before August 31, 2023.
- c. A donation of Ten-Thousand Dollars (\$10,000) from Henderson on or before August 31, 2024.
- d. An annual donation of Two-Thousand Five Hundred Dollars (\$2,500) from Henderson on or before August 31, 2025 and each year thereafter for the Term of this Agreement.
- e. The City will use the funding set forth in Section 3 of this Agreement to support the design, construction, operation and maintenance of the Disc Golf Complex but City reserves the right to use excess funding for the operation and maintenance of Black Hoof.
- f. The Lenexa Foundation is a 501(c)(3) organization that accepts donations on behalf of the City and donations made pursuant to this agreement may be tax deductible. Donors will consult with their accountants, attorneys, and other tax advisors regarding the deductibility of the donations, and Donors expressly represent and agree that the City, the Lenexa Foundation and/or its agents have not made, and Donors have not relied upon, any promise, covenant, warranty, representation, assurance, or other statement regarding the deductibility or other tax implications of the Donor's donations. Any findings or ruling regarding the deductibility of or other tax implications resulting from Donor's donations hereunder shall not affect the validity of this Agreement.

4. DONOR BENEFITS: In accordance with the Lenexa City Code and the City's Policies and in exchange for the donations described in Section 3 of this Agreement, the City agrees to make Henderson the presenting sponsor of the Disc Golf Complex and provide the following donor benefits (the "Presenting Sponsor"). All donor benefits are subject to the terms and conditions herein and will not extend beyond the Term of the Agreement unless otherwise agreed to in writing:

- a. Championship Course Presenting Sponsor Rights
 - i. In accordance with Lenexa Governing Body Policy (GB09-A), Henderson will be the primary named sponsor for the Championship Course. The Championship Course will be named "The Black Hoof 18-Hole Disc Golf Course" and during the Term of the Agreement the name shall be followed by "Driven by Henderson Engineers". Henderson's sponsorship branding and information will be on the entry sign and branding will be on each hole throughout the Championship Course in a format acceptable to both parties.
 - ii. Henderson would have additional hole sponsorship rights to two holes on the Championship Course.
 - iii. Henderson's sponsorship branding will be listed on the City's webpage UDisc Application, and other promotional materials for the Championship Course.
 - iv. Kevin Lewis, a Lenexa resident and Principal at Henderson, will be listed

- as the hole sponsor for one hole on the Championship Course.
- v. Jason Wollum, a Lenexa resident and Principal at Henderson, will be listed as the hole sponsor for one hole on the Championship Course.
- vi. Rich Smith, Principal at Henderson, will be listed as the hole sponsor for one hole on the Championship Course.
- vii. The Kansas Flying Disc Association (“KFDA”) will be listed as the hole sponsor for one hole on the Championship Course.
- b. Short Course Presenting Sponsorship Rights
 - i. In accordance with Lenexa Governing Body Policy (GB09-A), Rich Smith and the KFDA will be the primary named sponsors for the Short Course. The Short Course will be named “The Black Hoof 9-hole Disc Golf Course” and during the Term of the Agreement the name shall be followed by “Launched by the KS Flying Disc Association”. Rich Smith’s and the KFDA’s sponsorship branding and information will be on the entry sign and branding will be on each hole throughout the Short Course in a format approved by KFDA.
 - ii. Rich Smith’s and KFDA’s sponsorship branding will be listed on the City’s webpage, UDisc Application, and other promotional materials for the Short Course.
 - iii. Rich Smith would have additional sponsorship rights to one hole on the Short Course.
 - iv. KFDA would have additional sponsorship rights to one hole on the Short Course.
- c. Additional Donor Benefits:
 - i. The City will serve as project manager and oversee the design and construction of the Disc Golf Complex. The Donors may participate and provide feedback on the layout and pin placement of the Championship Course and the Short Course. The Donors and City will work toward a common goal of building a top-quality disc golf complex.
 - ii. The Donors may participate and provide feedback on the signage, graphics, hole-naming associated with the Championship Course and the Short Course.
 - iii. Henderson may participate in the opening of the Disc Golf Complex including but not limited to ribbon cutting and first-throw events.
 - iv. Henderson may designate one-day each year as “Henderson Day” at the Disc Golf Complex. On Henderson Day, Henderson and its employees and guests would have private access to the Black Hoof Oak Shelter and private access to both the Championship Course and the Short Course without charge. Annually, no later than January 31, Henderson will coordinate with City to designate Henderson Day. Notwithstanding, the use of the Black Hoof Oak Shelter is subject to availability and the following conditions:
 - 1. Black Hoof Oak Shelter may not be reserved more than 12-months in advance; and
 - 2. Third-party reservations for the Black Hoof Oak Shelter in place prior to a reservation request from Henderson will not be moved

- v. Annually, Henderson will provide at least two, 4-hour volunteer days for employees or guests of Henderson to contribute to the clean-up and maintenance of the Disc Golf Complex. Henderson will coordinate with the City to schedule such days and ensure access to the Disc Golf Complex and a quality volunteer experience. The City shall provide guidance and required equipment to Henderson for these volunteer days.
- d. During the Term of this Agreement, if Henderson proposes to change its sponsorship branding including but not limited to logo or branding, then Henderson will be responsible for all costs associated with such changes including any costs associated with design and installation. Any proposal to change to the name of either the Championship Course or the Short Course will be subject to Lenexa Governing Body Policy (GB09-A) including but not limited to City Council approval of any proposed name.

5. RIGHTS AND AUTHORITY OF CITY:

- a. The Disc Golf Complex and Black Hoof are the sole property of the City and, at all times, the City shall have sole authority, control and rights of use of the Disc Golf Complex and Black Hoof as well as all property and activities thereon.
- b. The City shall have the sole authority over the design, construction, maintenance and operation of the Disc Golf Complex.
- c. The City reserves the right to reconfigure the design, size and location of the proposed Short Course site in order to provide additional parking for Black Hoof and the Disc Golf Complex.
- d. The City shall be responsible for the maintenance of the Disc Golf Complex at Black Hoof including, but not limited to, the mowing, snow removal in parking lot, trimming, cleaning public restrooms, fertilizing and watering the property based upon the ordinary, normal and routine maintenance as performed upon all other park property within the City. The City shall keep the Disc Golf Complex maintained in good order.
- e. Subject to Section 1.d., the City reserves the right to seek additional sponsorship and donation opportunities to covering funding and costs associated with the Disc Golf Complex including but not limited to benches, bag hooks, tree, hole signage/sponsorship, programs and events.
- f. All donor benefits listed in this Agreement will be subject to the Lenexa City Code and Lenexa Policies and Procedures.

6. LIMITATION OF LIABILITY AND INDEMNIFICATION:

- a. The City agrees that Donors are not responsible for the design, maintenance, location, or operation of the Disc Golf Complex.
- b. To the extent allowed by the Kansas Tort Claims Act, the parties each agree to indemnify and hold harmless the other, its governing board, officers, agents and employees against any and all claims, damage, liability, injury, expense, demands, causes of action, judgments, including court costs and attorneys' fees, arising out of or resulting from the negligence or intentional acts of its officers, agents or employees. In the event such loss is proximately caused by the acts of the parties and their officers, agents or employees, each shall be responsible for

its proportionate share of claimant's damages under the law of the State of Kansas.

Henderson further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees, volunteers and other persons assisting with clean up and maintenance projects at Disc Golf Complex. It is expressly understood and agreed that the City shall not be liable or responsible for any injuries sustained by Henderson, its officers, agents, employees, subcontractors, licensees, invitees, volunteers or other persons associated with Henderson. It is also agreed that Henderson will ensure that a waiver of liability and release document is signed by all volunteers prior to such volunteer's participation in any clean up and maintenance projects at Disc Golf Complex.

7. TERMINATION:

- a. *Convenience:* The City may without reason or without cause terminate this Agreement at any time. The City shall notify Donors at least one hundred and twenty (120) days prior to the termination date if it decides to terminate the Agreement pursuant to this Section 7.a. If the City terminates this Agreement for its convenience, Donors will be entitled to a pro-rated refund amount of any cash donation based on total amount of the cash donation paid pursuant to Section 3 of this Agreement at the time of termination and the number of full months remaining in the Term. Upon the effective date of a termination notice pursuant to this Section 7.a, Donors shall remove their property, if any, from the Disc Golf Complex, and the City shall, at the City's expense, remove the name and/or logo and related signage and labeling from the Disc Golf Complex.
- b. *For Cause:* The City reserves the right to terminate this Agreement without liability to the Donors upon thirty (30) days written notice if any of the Donors are convicted of any felony or crime involving moral turpitude or commit ethical violations or any other act of moral turpitude that could bring disrepute or shame upon the City. In the event this Agreement is terminated pursuant to Section 7.b any cash or in-kind investment paid to City pursuant to this Agreement shall be treated as a donation by Donors to the Lenexa Foundation and shall not be refunded.

8. ASSIGNMENT AND TRANSFER: Henderson shall not voluntarily or by operation of law assign, transfer, sublease, or encumber all or any part of Henderson's rights, interests, duties, or obligations under this Agreement without the City's prior written consent. Any attempted assignment, transfer, subletting, or encumbrance shall be void and shall constitute a material breach of this Agreement and cause for termination of this Agreement without liability to the other party

9. ENTIRE AGREEMENT AND AMENDMENT: This written Agreement constitutes the full and final agreement between Henderson and the City and shall supersede all prior negotiations, representations and agreements, either written or oral, between Henderson and the City relating to the subject matter hereof. Any changes to this Agreement must

be made by a written amendment that is signed by both parties

10. MISCELLANEOUS: This Agreement shall be governed by the laws of the State of Kansas. In the event any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal, or unenforceable in any respect, the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.

CITY OF LENEXA, KANSAS

Michael A. Boehm, Mayor

APPROVED AS TO FORM:

Sean McLaughlin, City Attorney

HENDERSON ENGINEERS, INC.

Kevin Lewis, President/CEO

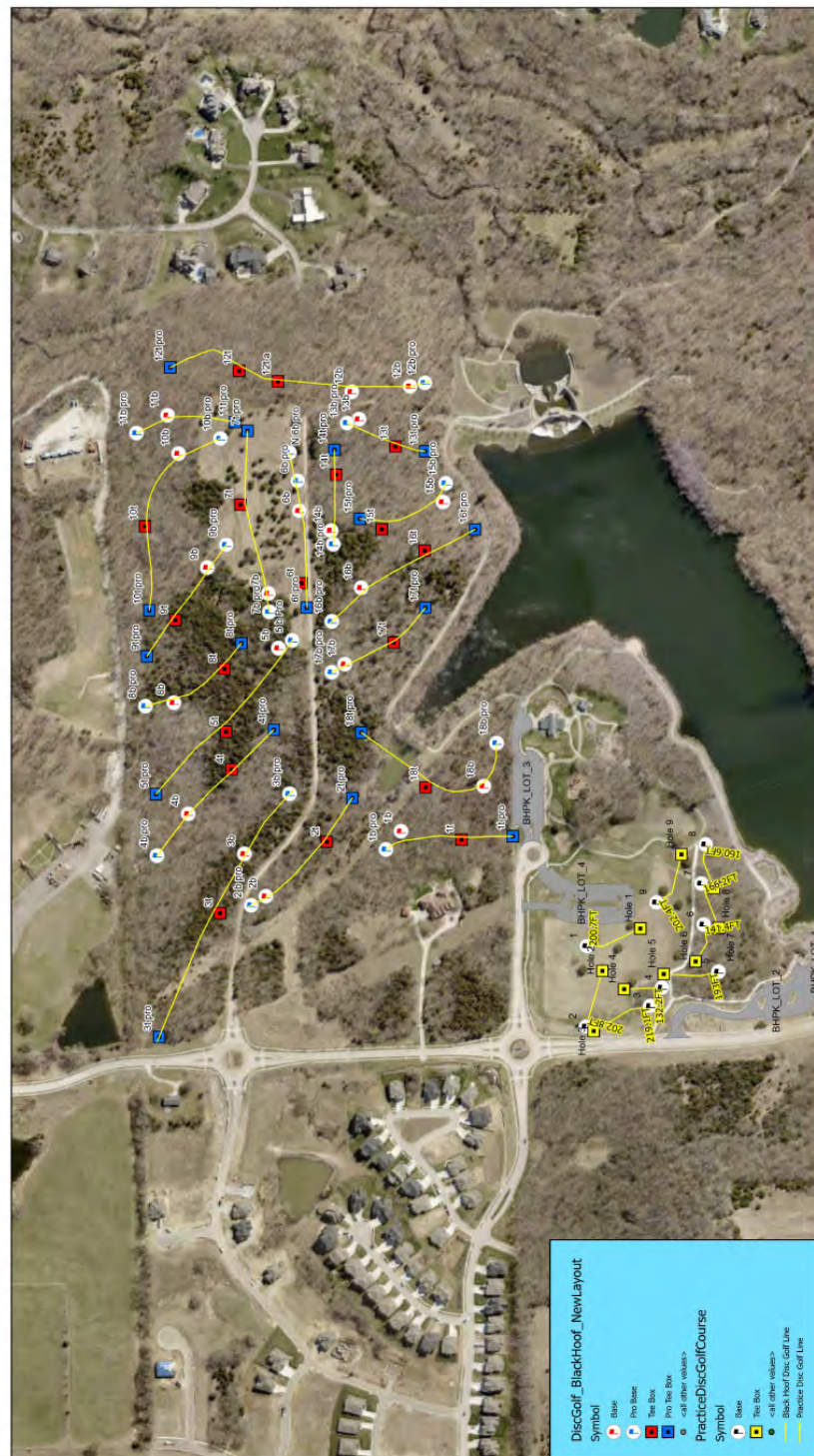
THE KANSAS FLYING DISC ASSOCIATION

Rich Smith, President

KEVIN LEWIS

JASON WOLLUM

ANTICIPATED BLACK HOOF DISC GOLF COMPLEX LAYOUT



Current Total Length of Disc Golf Course 10,072.09 Feet
Black Hoof Disc Golf Course Current Layout

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