

## **Agreement Relating to Stream-flow Gauging**

This Agreement is entered into by and between the Board of County Commissioners of Johnson County, Kansas (“County”) and the City of Overland Park, Kansas (“City”) as of the first day of January 2011.

### RECITALS

A. The parties have entered into two separate agreements relating to stream-flow gauging, the first dated as of October 2, 1997 (“1997 Agreement”), and the second dated November 11, 1999 (“1999 Agreement”). The 1997 Agreement and the 1999 Agreement are collectively referred to as the “Agreements.”

B. The Agreements provide, *inter alia*, for the City to test, adjust, repair, and maintain numerous stream-flow gauging monitoring stations which are part of what is commonly known as the “ALERT” system.

C. While the parties desire to continue their cooperative and successful endeavor reflected by the Agreements, in order to combine and simplify the billing and budgetary functions for each party, they have determined it to be in their best interests to terminate the two Agreements and enter into this single Agreement.

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows.

### AGREEMENT

1. Prior Agreements Terminated. The parties hereby terminate the 1997 Agreement and the 1999 Agreement which are hereby replaced and superseded by this Agreement.

2. Final Payment. The City shall bill the County for any services rendered under the Agreements prior to the termination of such Agreements, and the County shall make payment due the City under the terminated Agreements within 30 days of such billing.

3. Future Services. The City agrees to and shall perform the work items set forth on the attached Exhibit A, “Scope or Services,” at the locations described in the attached Exhibit B

“Alert System Summary.” The parties acknowledge and agree that the County may, from time to time, propose to modify the Scope of Services whereupon the parties shall agree to an appropriate increase or decrease in the amount payable to the City under this Agreement.

4. Payment. The County agrees to pay the City based upon the unit prices set forth on the attached Exhibit B, Alert System Summary. The estimated initial annual cost for the work to be undertaken is \$113,350.00. Unless and until this Agreement is terminated, payment shall be made in advance on January first and on July first each year upon the satisfactory completion of the work to be performed during the prior six month period. The City shall provide the County with a detailed billing invoice at least 30 days prior to each payment date.

5. Termination. The parties intend that this Agreement shall continue from year to year, until either party elects to terminate the Agreement, such termination to be effective upon not less than 60 days prior notice. Upon termination of this Agreement, the City shall submit its final bill to the County for services provided prior to such termination and the County shall remit payment within 30 days.

6. Modification of ALERT System by County. The County agrees to notify the City before the County undertakes any modification, repair, or maintenance of the ALERT system. The County shall provide the City with adequate documentation of any work it undertakes on the ALERT system for the City’s records.

7. Ownership of Data and Equipment. All data, drawings, materials, and information acquired and documents prepared under this Agreement or from the ALERT system shall belong to the County and the County assumes all liability for its use by the County. Upon termination of this Agreement, the City shall turn over to the County all such data, drawings, materials, information, and documents in the City’s possession.

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8. Effective Date. The parties agree this Agreement shall be effective as of January 1, 2011 regardless of whether it was approved and executed before or after such date.

Board of County Commissioners of  
Johnson County, Kansas

City of Overland Park, Kansas

\_\_\_\_\_  
Ed Eilert, Chairman

\_\_\_\_\_  
Carl Gerlach, Mayor

Attest:

Attest:

\_\_\_\_\_  
Stephen J. Powell, County Clerk

\_\_\_\_\_  
Marian Cook, City Clerk

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Robert A. Ford  
Assistant County Counselor

\_\_\_\_\_  
Tammy Owens  
Senior Assistant City Attorney

## EXHIBIT A

### SCOPE OF SERVICES JOHNSON COUNTY ALERT GAUGING SYSTEM OPERATION AND MAINTENANCE

- A. General: CITY shall provide all services necessary for the operation and maintenance of the ALERT gauges and equipment identified in Exhibit B. All technical work associated with this Agreement will be performed by a qualified electronics specialist. Major repairs or replacement of major electronic components are not part of this Scope of Services. Appropriate records shall be maintained by CITY of all activities performed. COUNTY shall be provided with copies of all such records. The following briefly identifies the work items with more detailed explanations of each work item contained in the following paragraphs.
1. Beginning-of-Season Radio Maintenance, Electronic Testing, Field Hardware Maintenance, and Radio Licensing
  2. Scheduled Routine Inspections and Data Analysis
  3. Unscheduled Service Calls
  4. End-of-Season Field Equipment Maintenance
  5. Spare Transmitters, Spare Sensors and Maintenance Equipment
  6. Repair and Replacement of Equipment
  7. Field Verification of Water Levels
- B. Specific Description of Work Items:
1. Beginning-of-Season Radio Maintenance, Electronic Testing, Field Hardware Maintenance, and Radio Licensing
    - a. CITY shall perform all preliminary equipment preparation necessary to assure complete operation of each gauging station. This work will include battery charging or replacement, desiccant charging or replacement, calibration checks and other electronic adjustments as needed.
    - b. CITY shall inspect and test all equipment pertinent to remote gauging station operation including radio transmitters, antennas, cables, connectors, tipping buckets, pressure transducers, ultrasonic sensors, shaft encoders, weather sensors and batteries. Pressure tests will be performed on all accessible PTs. Transmitted data will be recorded and compared with calibration tables. Defective PTs or signal conditioning boards will be repaired or replaced as needed using available spare parts. Calibration adjustments will be made as needed. CITY will prepare a punch list of any deficiencies observed and recommend additional equipment and services not included in this Scope of Services.
    - c. CITY shall install, replace, or maintain equipment at remote gauging stations as required. This work will include leveling and calibrating tipping buckets; painting standpipes, weather housings and other parts subject to corrosion; physical securing

- of site including antenna mounts, clamps, cables, conduits and sensors; general cleaning of site including funnel, screen and pressure transducer orifices; replacement or repair of defective pressure transducers and signal conditioning boards; and any other items deemed necessary to meet the terms of existing license agreements or varying field conditions. Specific activities performed will be site dependent. Station IDs, RF turn-on times, analog event and time mode switches, and other station configuration programming will be set per specifications approved by COUNTY and as required to assure proper repeater operation. Serial numbers will be recorded. Test transmissions will be performed to check that gauge transmitters are operating according to factory specifications and the repeaters are receiving and re-transmitting the signal. Wattmeter readings will be taken and recorded. Minor adjustments and field calibrations will be made as needed.
- d. CITY shall test all electronics packages and perform minor adjustments as needed in accordance with manufacturer's RF specifications and Federal Communications Commission (FCC) requirements.
  - e. CITY shall complete minor adjustments and testing of all repeater stations. CITY shall maintain all power supplies including solar panels, voltage regulators and batteries.
  - f. City shall inspect and test all equipment pertinent to remote flasher sites.
  - g. Beginning-of-season maintenance services described herein shall be completed by April 15.

2. Scheduled Routine Inspections and Data Analysis

- a. CITY shall conduct a physical inspection of all remote gauging stations. The mechanical functions of each site will be tested to assure proper operation. Minor mechanical and calibration adjustments will be made as needed. Minor parts such as cables, connectors, mounting hardware and batteries will be replaced as needed.
- b. CITY shall remove top section of each ALERT rain gauge standpipe assembly to clean the screen, funnel and tipping bucket. This work will include leveling tipping buckets; painting of standpipes and other appurtenances to protect against corrosion and vandalism; physical securing of site including antenna mounts, clamps, cables, conduits, and sensors; general cleaning of site; inspecting antennas and connecting cables; and any other items deemed necessary to meet the terms of existing license agreements or varying field conditions. Test transmissions will be performed to assure that gauge reports are being received by ALERT base stations. Pressure transducer (PT) orifices and protective housings will be checked and maintained free of mud and debris. Specific activities performed will be site dependent.
- c. CITY shall conduct general inspection of repeater sites and test batteries to assure proper performance. Solar panels shall be cleaned and voltage regulators adjusted as needed. Suspected problems shall be reported immediately to COUNTY.
- d. Routine inspections performed herein shall be completed on an approximate 45 day incremental schedule from the beginning of flood season installation (April 15). Routine inspection of precipitation only gauges, as listed in Exhibit B, will occur at 90-day intervals, unless known site problems warrant a 45-day inspection cycle. Scheduled routine inspections will occur within a time period beginning 10 days prior to and ending 10 days following calendar dates June 1, July 15, and September 1.

3. Unscheduled Service Calls

Upon notification by COUNTY, or determination of potential problems from the data analysis described in Paragraph B.2.d. of this Scope of Services, CITY shall make unscheduled service calls necessary to assure full system operation during the flood season. CITY will respond to COUNTY request for service or other problem confirmation within three (3) working days of notification or confirmation of a remote sensor or transmitter failure, and within forty eight (48) hours of notification or confirmation of repeater failure. In the event of minor part failure, CITY shall effect immediate field repairs and provide appropriate minor replacement parts. In the event of a major part failure, CITY shall install available spare parts and return failed units to the lab or factory for repair. Major repairs or replacement of major electronic components shall be approved by COUNTY prior to such action.

4. End-of-Season Field Equipment Maintenance

- a. CITY shall perform all preliminary equipment preparation necessary to assure complete operation of each gauging station. This work will include battery charging or replacement, desiccant charging or replacement, calibration checks and other electronic adjustments as needed.
- b. CITY shall inspect and test all equipment pertinent to remote gauging station operation including radio transmitters, antennas, cables, connectors, tipping buckets, pressure transducers, ultrasonic sensors, shaft encoders, weather sensors and batteries. CITY will prepare a punch list of any deficiencies observed and recommend additional equipment and services not included in this Scope of Services.
- c. CITY shall install, replace, or maintain equipment at remote gauging stations as required. This work will include leveling and calibrating tipping buckets; painting standpipes, weather housings and other parts subject to corrosion; physical securing of site including antenna mounts, clamps, cables, conduits and sensors; general cleaning of site including funnel, screen and pressure transducer orifices; replacement or repair of defective pressure transducers and signal conditioning boards; and any other items deemed necessary to meet the terms of existing license agreements or varying field conditions. Specific activities performed will be site dependent. Station IDs, RF turn-on times, analog event and time mode switches, and other station configuration programming will be set per specifications approved by COUNTY and as required to assure proper repeater operation. Serial numbers will be recorded. Test transmissions will be performed to check that gauge transmitters are operating according to factory specifications and the repeaters are receiving and re-transmitting the signal. Wattmeter readings will be taken and recorded. Minor adjustments and field calibrations will be made as needed.
- d. CITY shall service all repeater batteries and solar panels and conduct general site inspection and testing. All repeaters shall be maintained in working condition for continuous year-round operations.
- e. City shall inspect and test all equipment pertinent to remote flasher sites.
- f. End-of-season maintenance services described herein will be performed between October 1 and November 1.

5. Spare Transmitters, Spare Sensors and Maintenance Equipment

- a. CITY shall be responsible for the maintenance, storage and use of all COUNTY-owned electronics packages, radio transmitters and receivers, sensors, battery chargers, battery dischargers, remote station testers, spare parts and all other system maintenance equipment provided by COUNTY.
- b. Appropriate care shall be taken in the use of all COUNTY-owned equipment and such use shall be limited to ALERT system maintenance activities conducted in accordance with this Agreement.
- c. All COUNTY-owned equipment shall be available for inspection by COUNTY in accordance with Paragraph B.4.d. of this Scope of Services.
- d. COUNTY shall provide CITY with a current inventory of all spare parts and maintenance equipment. CITY shall maintain a separate inventory of equipment and assist COUNTY with reconciling differences. CITY shall notify COUNTY when spare equipment is placed in-service and when inventoried equipment is discarded or otherwise determined to be inoperable.
- e. CITY shall have no responsibility to provide casualty insurance coverage for COUNTY-owned equipment located at gauging station sites. However, CITY shall bear the risk of any and all loss or damage of equipment or property, which are the subject matter of this Agreement, during the course of transporting equipment and maintaining facilities.

6. Repair and Replacement of Equipment

- a. CITY shall repair or replace failed equipment such as site antennas, cables, connectors, signal conditioning boards, tipping buckets, housings, mountings, batteries and other items valued at less than \$100.
- b. CITY shall provide minor repairs including cleaning; adjustments; calibration; tuning; and replacement of miscellaneous hardware parts on equipment such as transmitters, repeaters, pressure transducers and sensors as part of the regular preventive maintenance services.
- c. CITY shall analyze failed equipment and make recommendations to the COUNTY concerning replacement or repair of major components, supplier options, and estimated costs. The COUNTY is responsible for the costs of repair or replacement of such equipment. On approval by COUNTY, CITY shall oversee repairs, including the return of equipment to factory and testing of equipment after repair. CITY may, at its discretion, provide the COUNTY with quotations for the repair of equipment by CITY as one option.

7. Field Verification of Water Levels

Upon request by COUNTY, CITY shall, as promptly as possible and within 10 days, inspect designated sites to establish current and recent past high water levels with respect to established local benchmarks. CITY shall prepare and submit reports correlating field measurements with ALERT data, assess sensor accuracy, and make recommendations concerning corrective measures. Field verification fees will be negotiated with CITY when appropriate and CITY's compensation shall be adjusted in accordance with provisions of this Agreement.

Exhibit B  
ALERT SYSTEM SUMMARY

| JOHNSON COUNTY FLOOD DETECTION NETWORK |                   |        |   |                 |             | EQUIPMENT TYPE    |                |                    |                   |                       |                 |                 |                            |                    |                              | Annual Maintenance Cost |
|--|-------------------|--------|---|-----------------|-------------|-------------------|----------------|--------------------|-------------------|-----------------------|-----------------|-----------------|----------------------------|--------------------|------------------------------|-------------------------|
| Gage ID                                | Watershed         | Sta ID | Station Name (Location)                                   | Station Type    | Vendor      | Alert Transmitter | Tipping Bucket | Water Level Sensor | Wind Speed Sensor | Wind Direction Sensor | Humidity Sensor | Air Temp Sensor | Barometric Pressure Sensor | High Water Flasher | Alert Trans. Flasher Command |                         |
| <b>BRUSH CREEK</b>                     |                   |        |   |                 |             |                   |                |                    |                   |                       |                 |                 |                            |                    |                              |                         |
| BC01                                   | Brush Creek       | 5020   | 75 <sup>th</sup> & Nall                                   | Weather & Stage | High Sierra | 1                 | 1              | 1                  | 1                 | 1                     | 1               | 1               | 0                          | 0                  | 0                            | \$3,700.00              |
| BR02                                   | Brush Creek       | 5030   | 74 <sup>th</sup> St. @ Brush Creek                        | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| <b>SUBTOTAL BRUSH CREEK</b>            |                   |        |   |                 |             | <b>2</b>          | <b>2</b>       | <b>2</b>           | <b>1</b>          | <b>1</b>              | <b>1</b>        | <b>1</b>        | <b>0</b>                   | <b>0</b>           | <b>0</b>                     | <b>\$5,800.00</b>       |
| <b>BLUE RIVER (JOCO)</b>               |                   |        |   |                 |             |                   |                |                    |                   |                       |                 |                 |                            |                    |                              |                         |
| BR01                                   | Blue River        | 2210   | Kenneth Rd. @ Negro Creek                                 | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| BR02                                   | Blue River        | 5050   | Lee Blvd. @ Dykes Branch                                  | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| <b>SUBTOTAL BLUE RIVER (JOCO)</b>      |                   |        |   |                 |             | <b>2</b>          | <b>2</b>       | <b>2</b>           | <b>0</b>          | <b>0</b>              | <b>0</b>        | <b>0</b>        | <b>0</b>                   | <b>0</b>           | <b>0</b>                     | <b>\$4,200.00</b>       |
| <b>BIG BULL CREEK</b>                  |                   |        |   |                 |             |                   |                |                    |                   |                       |                 |                 |                            |                    |                              |                         |
| RG10                                   | Big Bull Creek    | 3440   | 191 <sup>st</sup> & Dillie Rd.                            | Rain Gage       | High Sierra | 1                 | 1              |                    |                   |                       |                 |                 |                            |                    |                              | \$1,100.00              |
| <b>SUBTOTAL BIG BULL CREEK</b>         |                   |        |   |                 |             | <b>1</b>          | <b>1</b>       | <b>0</b>           | <b>0</b>          | <b>0</b>              | <b>0</b>        | <b>0</b>        | <b>0</b>                   | <b>0</b>           | <b>0</b>                     | <b>\$1,100.00</b>       |
| <b>CAPTAIN CREEK</b>                   |                   |        |   |                 |             |                   |                |                    |                   |                       |                 |                 |                            |                    |                              |                         |
| WRG03                                  | Captain Creek     | 3420   | 159 <sup>th</sup> & Edgerton Rd.                          | Weather Station | High Sierra | 1                 | 1              |                    | 1                 | 1                     | 1               | 1               | 1                          |                    |                              | \$2,700.00              |
| RG09                                   | Captain Creek     | 3400   | Evening Star Rd.  | Rain Gage       | High Sierra | 1                 | 1              |                    |                   |                       |                 |                 |                            |                    |                              | \$1,100.00              |
| <b>SUBTOTAL CAPTAIN CREEK</b>          |                   |        |   |                 |             | <b>2</b>          | <b>2</b>       | <b>0</b>           | <b>1</b>          | <b>1</b>              | <b>1</b>        | <b>1</b>        | <b>1</b>                   | <b>0</b>           | <b>0</b>                     | <b>\$3,800.00</b>       |
| <b>CEDAR CREEK</b>                     |                   |        |   |                 |             |                   |                |                    |                   |                       |                 |                 |                            |                    |                              |                         |
| WRG02                                  | Cedar Creek       | 3280   | Desoto Streamway Park                                     | Rain Gage       | High Sierra | 1                 | 1              |                    |                   |                       |                 |                 |                            |                    |                              | \$1,100.00              |
| CC02                                   | Cedar Creek       | 3230   | 119 <sup>th</sup> St. @ Cedar Creek                       | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| CC03                                   | Cedar Creek       | 3270   | 127 <sup>th</sup> @ Cedar Creek                           | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| CAC01                                  | Cedar Creek       | 3260   | 95 <sup>th</sup> St. @ Camp Creek                         | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| LCC01                                  | Cedar Creek       | 3250   | 119 <sup>th</sup> Street @ Little Cedar Creek             | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| OLD01                                  | Cedar Creek       | 3220   | Olathe Lake Discharge                                     | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| CC01                                   | Cedar Creek       | 3240   | K-10 @ Cedar Creek  | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| CC04                                   | Cedar Creek       | 3460   | Johnson County Transit Building                           | Weather Station | High Sierra | 1                 | 1              |                    | 1                 | 1                     | 1               | 1               | 1                          |                    |                              | \$2,700.00              |
| <b>SUBTOTAL CEDAR CREEK</b>            |                   |        |   |                 |             | <b>8</b>          | <b>8</b>       | <b>6</b>           | <b>1</b>          | <b>1</b>              | <b>1</b>        | <b>1</b>        | <b>1</b>                   | <b>0</b>           | <b>0</b>                     | <b>\$16,400.00</b>      |
| <b>INDIAN CREEK</b>                    |                   |        |   |                 |             |                   |                |                    |                   |                       |                 |                 |                            |                    |                              |                         |
| IC02                                   | Indian Creek      | 1140   | 143 <sup>rd</sup> St. @ Indian Creek                      | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| IC01                                   | Indian Creek      | 1150   | Mission Rd. @ Indian Creek                                | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| <b>SUBTOTAL INDIAN CREEK</b>           |                   |        |   |                 |             | <b>2</b>          | <b>2</b>       | <b>2</b>           | <b>0</b>          | <b>0</b>              | <b>0</b>        | <b>0</b>        | <b>0</b>                   | <b>0</b>           | <b>0</b>                     | <b>\$4,200.00</b>       |
| <b>KILL CREEK</b>                      |                   |        |   |                 |             |                   |                |                    |                   |                       |                 |                 |                            |                    |                              |                         |
| RG07                                   | Kill Creek        | 3360   | Lexington & Sunshine                                      | Rain Gage       | High Sierra | 1                 | 1              |                    |                   |                       |                 |                 |                            |                    |                              | \$1,100.00              |
| KC01                                   | Kill Creek        | 3340   | 95 <sup>th</sup> St. @ Kill Creek (E. of Lexington Ave.)  | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| KC02A                                  | Kill Creek        | 3330   | 127 <sup>th</sup> St. @ Kill Creek (E. of Lexington Ave.) | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| KC03                                   | Kill Creek        | 3310   | 143 <sup>rd</sup> St. @ Kill Creek                        | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| SC01                                   | Kill Creek        | 3350   | 151 <sup>st</sup> St. @ Spoon Creek                       | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| GLD01                                  | Kill Creek        | 3300   | Gardner Lake Discharge                                    | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| RG08                                   | Kill Creek        | 3450   | New Century Airport                                       | Rain Gage       | High Sierra | 1                 | 1              |                    |                   |                       |                 |                 |                            |                    |                              | \$1,100.00              |
| <b>SUBTOTAL KILL CREEK</b>             |                   |        |   |                 |             | <b>7</b>          | <b>7</b>       | <b>5</b>           | <b>0</b>          | <b>0</b>              | <b>0</b>        | <b>0</b>        | <b>0</b>                   | <b>0</b>           | <b>0</b>                     | <b>\$12,700.00</b>      |
| <b>LITTLE MILL CREEK</b>               |                   |        |   |                 |             |                   |                |                    |                   |                       |                 |                 |                            |                    |                              |                         |
| LMC01                                  | Little Mill Creek | 3140   | Tomahawk Creek Golf Course                                | Stage Gage      | High Sierra | 1                 |                | 1                  |                   |                       |                 |                 |                            |                    |                              | \$1,800.00              |
| LMC03                                  | Little Mill Creek | 3130   | Lackman @ Little Mill Creek                               | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| LMC04                                  | Little Mill Creek | 3160   | 79 <sup>th</sup> St. @ Little Mill Creek                  | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| <b>SUBTOTAL LITTLE MILL CREEK</b>      |                   |        |   |                 |             | <b>3</b>          | <b>2</b>       | <b>3</b>           | <b>0</b>          | <b>0</b>              | <b>0</b>        | <b>0</b>        | <b>0</b>                   | <b>0</b>           | <b>0</b>                     | <b>\$6,000.00</b>       |
| <b>MILL CREEK</b>                      |                   |        |   |                 |             |                   |                |                    |                   |                       |                 |                 |                            |                    |                              |                         |
| RG01                                   | Mill Creek        | 3180   | 67 <sup>th</sup> St & Caenen                              | Rain Gage       | High Sierra | 1                 | 1              |                    |                   |                       |                 |                 |                            |                    |                              | \$1,100.00              |
| RG04                                   | Mill Creek        | 3190   | Johnson Drive & K-7                                       | Weather Station | High Sierra | 1                 | 1              |                    | 1                 | 1                     | 1               | 1               |                            |                    |                              | \$2,700.00              |
| RG05                                   | Mill Creek        | 3200   | K-10 & K-7  | Rain Gage       | High Sierra | 1                 | 1              |                    |                   |                       |                 |                 |                            |                    |                              | \$1,100.00              |
| RG06                                   | Mill Creek        | 3210   | Old 56 Hwy & Harrison (Olathe Police)                     | Rain Gage       | High Sierra | 1                 | 1              |                    |                   |                       |                 |                 |                            |                    |                              | \$1,100.00              |
| CLC01                                  | Mill Creek        | 3170   | Woodland @ Clear Creek                                    | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| MC01                                   | Mill Creek        | 3120   | Shawnee Mission Pkwy @ Mill Creek                         | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| MC02                                   | Mill Creek        | 3110   | 87 <sup>th</sup> Lane @ Mill Creek                        | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| MCT01                                  | Mill Creek        | 3150   | Woodland @ Coon Creek                                     | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| RG11                                   | Mill Creek        | 3290   | 75 <sup>th</sup> St. & K-7                                | Rain Gage       | High Sierra | 1                 | 1              |                    |                   |                       |                 |                 |                            |                    |                              | \$1,100.00              |



Exhibit B  
ALERT SYSTEM SUMMARY

| Gage ID                           | Watershed    | Sta ID | Station Name (Location)                                  | Station Type    | Vendor      | Alert Transmitter | Tipping Bucket | Water Level Sensor | Wind Speed Sensor | Wind Direction Sensor | Humidity Sensor | Air Temp Sensor | Barometric Pressure Sensor | High Water Flasher | Alert Trans. Flasher Command | Annual Maintenance Cost |
|-----------------------------------|--------------|--------|--|-----------------|-------------|-------------------|----------------|--------------------|-------------------|-----------------------|-----------------|-----------------|----------------------------|--------------------|------------------------------|-------------------------|
| <b>SUBTOTAL MILL CREEK</b>        |              |        |  |                 |             | <b>9</b>          | <b>9</b>       | <b>4</b>           | <b>1</b>          | <b>1</b>              | <b>1</b>        | <b>1</b>        | <b>0</b>                   | <b>0</b>           | <b>0</b>                     | <b>\$15,500.00</b>      |
| <b>TURKEY CREEK</b>               |              |        |  |                 |             |                   |                |                    |                   |                       |                 |                 |                            |                    |                              |                         |
| TC01                              | Turkey Creek | 3010   | Johnson Dr. @ Turkey Creek                               | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| TC08                              | Turkey Creek | 3090   | I-35 & Antioch @ Turkey Creek                            | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| <b>SUBTOTAL TURKEY CREEK</b>      |              |        |  |                 |             | <b>2</b>          | <b>2</b>       | <b>2</b>           | <b>0</b>          | <b>0</b>              | <b>0</b>        | <b>0</b>        | <b>0</b>                   | <b>0</b>           | <b>0</b>                     | <b>\$4,200.00</b>       |
| <b>ROCK CREEK</b>                 |              |        |  |                 |             |                   |                |                    |                   |                       |                 |                 |                            |                    |                              |                         |
| RC01                              | Rock Creek   | 5010   | Mission @ Rock Creek                                     | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| <b>SUBTOTAL ROCK CREEK</b>        |              |        |  |                 |             | <b>1</b>          | <b>1</b>       | <b>1</b>           | <b>0</b>          | <b>0</b>              | <b>0</b>        | <b>0</b>        | <b>0</b>                   | <b>0</b>           | <b>0</b>                     | <b>\$2,100.00</b>       |
| <b>TELEMETRY SYSTEM</b>           |              |        |  |                 |             |                   |                |                    |                   |                       |                 |                 |                            |                    |                              |                         |
| R1                                | Repeater     | 9200   | Johnson County Central Comms Tower<br>Spare Transmitters | Repeater<br>5   | High Sierra |                   |                |                    |                   |                       |                 |                 |                            |                    |                              | \$1,600.00<br>\$800.00  |
| <b>SUBTOTAL TELEMETRY</b>         |              |        |  |                 |             |                   |                |                    |                   |                       |                 |                 |                            |                    |                              | <b>\$2,400.00</b>       |
| <b>SUBTOTAL JOCO MAINTENANCE</b>  |              |        |  |                 |             | <b>39</b>         | <b>38</b>      | <b>27</b>          | <b>4</b>          | <b>4</b>              | <b>4</b>        | <b>4</b>        | <b>2</b>                   | <b>0</b>           | <b>0</b>                     | <b>\$78,400.00</b>      |
| <b>MISSION HILLS SYSTEM</b>       |              |        |  |                 |             |                   |                |                    |                   |                       |                 |                 |                            |                    |                              |                         |
| BC03                              | Brush Creek  | 4900   | Belinder & State Park Master (5801 Brookbank)            | Fish Command    | High Sierra | 1                 |                | 1                  |                   |                       |                 |                 |                            | 1                  | 1                            | \$2,300.00              |
| BC04                              | Brush Creek  | 4930   | Belinder 2 Flasher (5660 State Park Rd.)                 | High Water Fish | High Sierra |                   |                |                    |                   |                       |                 |                 |                            | 1                  |                              | \$750.00                |
| BC05                              | Brush Creek  | 4935   | Belinder 3 Flasher (5700 Belinder Ave.)                  | High Water Fish | High Sierra |                   |                |                    |                   |                       |                 |                 |                            | 1                  |                              | \$750.00                |
| BC06                              | Brush Creek  | 4940   | 56 <sup>th</sup> & Mission Flasher (5551 Mission Dr.)    | High Water Fish | High Sierra |                   |                |                    |                   |                       |                 |                 |                            | 1                  |                              | \$750.00                |
| BC07                              | Brush Creek  | 4945   | 55 <sup>th</sup> & High Dr. Flasher (5502 High Dr.)      | High Water Fish | High Sierra |                   |                |                    |                   |                       |                 |                 |                            | 1                  |                              | \$750.00                |
| BC08                              | Brush Creek  | 4950   | Dr.)   | High Water Fish | High Sierra |                   |                |                    |                   |                       |                 |                 |                            | 1                  |                              | \$750.00                |
| BC09                              | Brush Creek  | 4910   | Fairway Master (5540 State Park Rd.)                     | Fish Command    | High Sierra | 1                 |                | 1                  |                   |                       |                 |                 |                            | 1                  | 1                            | \$2,300.00              |
| BC10                              | Brush Creek  | 4920   | 66 <sup>th</sup> & Indian Lane Master (6629 Indian Ln.)  | Fish Command    | High Sierra | 1                 |                | 1                  |                   |                       |                 |                 |                            | 1                  | 1                            | \$2,300.00              |
| BC11                              | Brush Creek  | 4955   | 66 <sup>th</sup> & Mission Flasher (3815 W. 66th St)     | High Water Fish | High Sierra |                   |                |                    |                   |                       |                 |                 |                            | 1                  |                              | \$750.00                |
| BC12                              | Brush Creek  | 4960   | Wenonga Flasher (6405 Wenonga)                           | High Water Fish | High Sierra |                   |                |                    |                   |                       |                 |                 |                            | 1                  |                              | \$750.00                |
| BC13                              | Brush Creek  | 4965   | 6350 Indian Lane Flasher (6350 Indian Ln.)               | High Water Fish | High Sierra |                   |                |                    |                   |                       |                 |                 |                            | 1                  |                              | \$750.00                |
| BC14                              | Brush Creek  | 4970   | 63 <sup>rd</sup> & Indian Lane Flasher (6225 Indian Ln.) | High Water Fish | High Sierra |                   |                |                    |                   |                       |                 |                 |                            | 1                  |                              | \$750.00                |
| BC15                              | Brush Creek  | 4975   | KCCC Flasher (5931 Mission Dr.)                          | High Water Fish | High Sierra |                   |                |                    |                   |                       |                 |                 |                            | 1                  |                              | \$750.00                |
| <b>SUBTOTAL MISSION HILLS</b>     |              |        |  |                 |             | <b>3</b>          | <b>0</b>       | <b>3</b>           | <b>0</b>          | <b>0</b>              | <b>0</b>        | <b>0</b>        | <b>0</b>                   | <b>13</b>          | <b>3</b>                     | <b>\$14,400.00</b>      |
| <b>BLUE RIVER (OVERLAND PARK)</b> |              |        |  |                 |             |                   |                |                    |                   |                       |                 |                 |                            |                    |                              |                         |
| BR03                              | Blue River   | 1500   | Olathe (15097 Ridgeview)                                 | Rain            | HydroLynx   | 1                 | 1              |                    |                   |                       |                 |                 |                            |                    |                              | \$1,100.00              |
| BR04                              | Blue River   | 2030   | 199 <sup>th</sup> & Padbury                              | Weather         | High Sierra | 1                 | 1              |                    | 1                 | 1                     | 1               | 1               |                            |                    |                              | \$2,700.00              |
| BR05                              | Blue River   | 2050   | Bonita (175th St & U.S. 169 HWY)                         | Rain            | HydroLynx   | 1                 | 1              |                    |                   |                       |                 |                 |                            |                    |                              | \$1,100.00              |
| BR06                              | Blue River   | 2060   | 199 <sup>th</sup> & Ridgeview                            | Rain            | High Sierra | 1                 | 1              |                    |                   |                       |                 |                 |                            |                    |                              | \$1,100.00              |
| BR07                              | Blue River   | 2070   | Stillwell (19899 Newton)                                 | Rain            | High Sierra | 1                 | 1              |                    |                   |                       |                 |                 |                            |                    |                              | \$1,100.00              |
| BR08                              | Blue River   | 2080   | 191 <sup>st</sup> & Mission                              | Rain            | HydroLynx   | 1                 | 1              |                    |                   |                       |                 |                 |                            |                    |                              | \$1,100.00              |
| BR09                              | Blue River   | 2140   | Mission @ East Camp Branch                               | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| BR10                              | Blue River   | 2200   | Mission @ Negro Creek                                    | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| BR11                              | Blue River   | 2220   | Lackman @ Wolf Creek                                     | Rain & Stage    | High Sierra | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    |                              | \$2,100.00              |
| <b>SUBTOTAL BLUE RIVER (OP)</b>   |              |        |  |                 |             | <b>9</b>          | <b>9</b>       | <b>3</b>           | <b>1</b>          | <b>1</b>              | <b>1</b>        | <b>1</b>        | <b>1</b>                   | <b>0</b>           | <b>0</b>                     | <b>\$14,500.00</b>      |
| <b>MERRIAM SYSTEM</b>             |              |        |  |                 |             |                   |                |                    |                   |                       |                 |                 |                            |                    |                              |                         |
| TC02                              | Turkey Creek | 3020   | 69 <sup>th</sup> St @ Turkey Creek                       | Fish Command    | Campbell    | 1                 | 1              | 1                  |                   |                       |                 |                 |                            |                    | 1                            | \$2,300.00              |
| TC03                              | Turkey Creek | 3040   | North Grandview Flasher (9014 W. 70th St)                | High Water Fish | High Sierra |                   |                |                    |                   |                       |                 |                 |                            | 1                  |                              | \$750.00                |
| TC04                              | Turkey Creek | 3050   | 70 <sup>th</sup> Ter. Flasher (9100 W. 70th Ter)         | High Water Fish | High Sierra |                   |                |                    |                   |                       |                 |                 |                            | 1                  |                              | \$750.00                |
| TC05                              | Turkey Creek | 3060   | 71 <sup>st</sup> St. Flasher (9008 W. 71st ST)           | High Water Fish | High Sierra |                   |                |                    |                   |                       |                 |                 |                            | 1                  |                              | \$750.00                |
| TC06                              | Turkey Creek | 3070   | 71 <sup>st</sup> Terrace Flasher (9006 W. 71st Ter)      | High Water Fish | High Sierra |                   |                |                    |                   |                       |                 |                 |                            | 1                  |                              | \$750.00                |
| TC07                              | Turkey Creek | 3080   | South Grandview Flasher (9008 W. 71st Ter)               | High Water Fish | High Sierra |                   |                |                    |                   |                       |                 |                 |                            | 1                  |                              | \$750.00                |
| <b>SUBTOTAL MERRIAM</b>           |              |        |  |                 |             | <b>1</b>          | <b>1</b>       | <b>1</b>           | <b>0</b>          | <b>0</b>              | <b>0</b>        | <b>0</b>        | <b>0</b>                   | <b>5</b>           | <b>1</b>                     | <b>\$6,050.00</b>       |
| <b>SUBTOTAL ALL MAINTENANCE</b>   |              |        |  |                 |             | <b>52</b>         | <b>48</b>      | <b>34</b>          | <b>5</b>          | <b>5</b>              | <b>5</b>        | <b>5</b>        | <b>3</b>                   | <b>18</b>          | <b>4</b>                     | <b>\$113,350.00</b>     |

Exhibit B

| <b>COST SUMMARY</b>   |         |                                      |         |                                       |                              |                 |    |                  |
|---|---------|--------------------------------------|---------|---------------------------------------|------------------------------|-----------------|----|------------------|
| <b>UNIT INSTALLATION COSTS</b>  |         | <b>UNIT ANNUAL MAINTENANCE COSTS</b> |         | <b>TOTAL ANNUAL MAINTENANCE COSTS</b> |                              | <b>Quantity</b> |    |                  |
| P   | \$1,400 | Base Station                         | \$1,000 | Wx:                                   | Weather station              | \$2,700         | 4  | \$10,800         |
| S   | \$2,150 | Repeater                             | \$1,600 | P:                                    | Rain gage                    | \$1,100         | 14 | \$15,400         |
| PS  | \$2,350 | Transmitter in field                 | \$800   | S:                                    | Stage gage                   | \$1,800         | 1  | \$1,800          |
| PSF   | \$2,500 | Transmitter/Repeater spare           | \$160   | PS:                                   | Combo rain & stage           | \$2,100         | 28 | \$58,800         |
| Wx  | \$2,800 | Weather sensor suite                 | \$1,600 | WxS:                                  | Weather Station & stage      | \$3,700         | 1  | \$3,700          |
|   |         | Rain sensor                          | \$300   | RP:                                   | Repeater w/rain gage         | N/A             |    |                  |
|   |         | Stage sensor                         | \$1,000 | R:                                    | Repeater w/o rain gage       | \$1,600         | 1  | \$1,600          |
|   |         | High Water Flasher                   | \$750   | B:                                    | Base Station                 | N/A             |    |                  |
|   |         | Transmitter/Flasher Cmd.             | \$1,000 | STX:                                  | Spare Transmitter/Repeater   | \$160           | 5  | \$800            |
|   |         |                                      |         | PSF:                                  | Rain, stage, Flasher Command | \$2,300         | 4  | \$9,200          |
|   |         |                                      |         | HWF:                                  | High Water Flasher           | \$750           | 15 | \$11,250         |
|   |         |                                      |         | <b>SUBTOTAL MAINTENANCE</b>           |                              |                 |    | <b>\$113,350</b> |
| INSTALLATION COSTS = 0  |         |                                      |         |                                       |                              |                 |    |                  |
| REPLACEMENT PARTS COSTS = 0   |         |                                      |         |                                       |                              |                 |    |                  |
| INVOICE SUMMARY (1/2 OF MAINTENANCE PLUS PERIOD INSTALLATION AND REPLACEMENT COSTS) |         |                                      |         |                                       |                              |                 |    |                  |
| <b>RATE SUMMARY</b>   |         |                                      |         |                                       |                              |                 |    |                  |
| <b>EMPLOYMENT CLASSIFICATION</b>  |         |                                      |         | <b>HOURLY RATE</b>                    |                              |                 |    |                  |
| Supervisory Civil Engineer  |         |                                      |         | \$44.03                               |                              |                 |    |                  |
| Engineering System Specialist   |         |                                      |         | \$39.91                               |                              |                 |    |                  |
| Senior Engineering Technician   |         |                                      |         | \$36.24                               |                              |                 |    |                  |
| Survey Party (2 man)  |         |                                      |         | \$83.14                               |                              |                 |    |                  |
| <b>EQUIPMENT</b>  |         |                                      |         |                                       |                              |                 |    |                  |
| Global Positioning System Equipment   |         |                                      |         | \$20/hr/unit                          |                              |                 |    |                  |
| <b>EXPENSES</b>   |         |                                      |         |                                       |                              |                 |    |                  |
| City Vehicle  |         |                                      |         | \$0.30/mile                           |                              |                 |    |                  |