



# AGENDA

## Parks & Recreation Advisory Board Meeting

6:00 PM - Wednesday, June 10, 2026

The Lodge

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	Page
1. CALL TO ORDER	
2. ROLL CALL	
3. ACCEPTANCE OF AGENDA	
4. PARKS & RECREATION ADVISORY BOARD MEETING MINUTES	
4.1. Parks & Recreation Advisory Board - 28 Apr 2026 - Minutes	2 - 4
<p><b><i>RECOMMENDED ACTION:</i></b> To approve the Minutes of the April 28, 2026, meeting of the Parks &amp; Recreation Advisory Board as presented.</p> <p><a href="#">Parks &amp; Recreation Advisory Board - 28 Apr 2026 - Minutes - Pdf</a></p>	
5. COMMITTEE AND/OR STAFF REPORTS	
5.1. PRAB Updates on Projects with Staff Memo	5 - 23
<p><a href="#">PRAB Updates on Projects with Staff Memo - Pdf</a></p>	
6. DISCUSSIONS	
6.1. <a href="#">Cornerstone Park Restroom Selection</a>	24 - 34
7. MEMBER ITEMS	
8. ADJOURN	



# MINUTES

## Parks & Recreation Advisory Board Meeting

5:30 PM - April 28, 2026  
The Lodge

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**PRESENT:** PRAB Chair, Marla Canfield  
Voting Member, Tricia Lee  
Voting Member, Gary Israel  
Voting Member, Scott Rackley  
Voting Member, Debra Wynter  
Voting Member, Brian Whitney joined remote at 5:38 pm  
Assistant City Administrator, Jolene Graham  
Director of Public Works & Utilities & PRAB Secretary, Rick Lanzrath  
Parks & Recreation Manager, Daniel Schapaugh  
Public Works & Utilities Admin Assistant, Sel Ficen

**EXCUSED:** Voting Member, Riley Williams  
Voting Member, Paul Wemmer  
Voting Member, Kyle Brannan  
City Administrator, Jennifer McCausland

**1. CALL TO ORDER**

The Parks & Recreation Advisory Board meeting was called to order by PRAB Chair Canfield, at 5:32 pm.

**2. ROLL CALL**

**3. ACCEPTANCE OF AGENDA**

Voting Member Rackley moved, seconded by Voting Member Israel, to accept the Agenda as presented.

AYES: Israel, Rackley, Lee, Canfield, Wynter

NOS: None

ABSENT: Brannan, Wemmer, Williams

ABSTAIN: None

Motion carried: 5/0

**4. PARKS & RECREATION ADVISORY BOARD MEETING MINUTES**

**4.1 March 11, 2026, Minutes**

Voting Member Israel moved, seconded by Voting Member Wynter, to approve the minutes from the March 11, 2026, Parks & Recreation Advisory Board meeting as presented.

AYES: Israel, Rackley, Lee, Canfield, Wynter  
NOS: None  
ABSENT: Brannan, Wemmer, Williams  
ABSTAIN: None  
Motion carried: 5/0

## 5. DISCUSSIONS

### 5.1 Cornerstone Park Restroom Selection

Parks & Recreation Manager Schapaugh presented the Board all three Proposals received for the “Cornerstone Pre-Manufactured Restroom” Request for Proposal (RFP). He reminded the cost of utility extensions, foundation, sewer and water line taps are not included in these Proposals.

- **Option 1, “Single User Restroom,” by ROMTEC (\$67,349.00):** Includes a heated mechanical room (only), and composite roof and siding color options that can be picked by the City. This Structure is received as a “kit,” and would have to be assembled by a licensed Contractor at an additional cost.
- **Option 2, “Single User Restroom,” by ROMTEC (\$127,955.00):** Highlights in comparison to ROMTEC’s first option include heating throughout the whole structure, a water fountain, bigger square footage, and a more aesthetically pleasing look-and- feel in respect to the Subdivision where it will be located. This Structure is also received as a “kit,” and would have to be assembled by a licensed Contractor at an additional cost.
- **“The Logan, Wet Single Restroom,” by Easi-Set Buildings (\$78,000):** Highlights include affordability and ease of maintenance on anti-graffiti features. This Structure is received fully assembled and ready to connect to all public utilities.

The Board’s consensus was to not make a recommendation to the City Council before they revisit these options in the upcoming PRAB meeting, currently scheduled to be held June 10, 2026. In the meantime, they requested the City staff to reach out to the submittal party on possible modifications they would like to bring to the current structure configurations.

### 5.2 Cornerstone Park Site Furnishings & Placement

Parks & Recreation Manager Schapaugh listed the Board the current variety of park benches already in place throughout the parks. With no uniformity currently in place, he suggested Cornerstone Park could be the first one where the City installs (life-time warrantied) repurposed benches that can not only be branded by the City, but also serve as a creative platform on which the Community could create their own art. He presented the Board the quotes received for such furnishings from Noblewins.

Since the cost of furnishings is to be included in the \$300,000 reserved for the “Cornerstone Restroom (Capital Improvement) Project,” the Board’s consensus is to revisit the bench options, once their recommendation for the pre-manufactured restroom is more solidified.

## 6. MEMBER ITEMS

There were no Member Items.

## 7. ADJOURN

Voting Member Israel moved, seconded by PRAB Chair Canfield, to adjourn the Parks & Recreation Advisory Board meeting at 6:27 pm.

AYES: Israel, Rackley, Lee, Canfield, Wynter, Whitney

NOS: None

ABSENT: Brannan, Wemmer, Williams

ABSTAIN: None

Motion carried: 6/0

*Respectfully Submitted by,*

*Sel F*

*Administrative Assistant – Public Works & Utilities*

*Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the Parks & Recreation Advisory Board.*



To: Parks & Recreation Advisory Board  
From: Daniel Schapaugh  
Date: June 10, 2026  
Subject: PRAB Updates on Projects with Staff Memo

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**SUMMARY:**

**Staff will give updates on multiple projects and programs:**

PW Touch-a-Truck

Farmers Market at Heritage Plaza

Prescribed burning at multiple Parks

City Wide Clean Up Day

Heritage Fest

Andover Citizen Engagement program

ACC Playground platform replacements

Backstage Fencing, dedicated ADA space and additional sponsorships in the Amphitheater Bowl

Girl Scouts Wood Duck Boxes at Harry Street Nature Trails

Fire Station Park berm, landscaping and dual hydrant exhibit

Splash Pad opened Memorial Day

Ballet in the Park at Heritage Plaza

Car Show at Heritage Plaza

**ATTACHMENTS:**

[Staff Memo Agenda 6-9-26](#)

[Parks and Recreation Advisory Board Photo Updates 6-10-26](#)

## **Parks & Recreation, City Events, Legends Global Operations Update: 6-9-26**

**Andover Parks & Recreation:** Daniel Schapaugh, Parks & Recreation Department Manager

**Andover City Events:** Beth Green, Special Events Coordinator

**Legends Global Operations:** Kathryn Ewing, Capitol Federal Amphitheater® Director

### **A LOOK BACK AT COMPLETED EVENTS AND ACTIVITIES:**

**Celebrate Trails Day** – April 25, 2026. 10:00am – 2:00pm. Point 9 and Redbud Trail. Free family event, with Free Bike Helmets, Bike Safety Checks, Live Music, bike barrel racing, and the Ice Cream Bike. *AARTI, Point 9, Safe Kids Wichita Area, Bicycle Pedaler, Ascension Via Christi*, and the City have all partnered to make this event possible. A new record of 75 helmets were given to area youth free-of-charge.

**GAD Registration** – May 1, 2026. It is that time of year again where the registrations for GAD activities are live on the City webpage. All of the activities requiring registration can be found online here: <https://secure.rec1.com/KS/andover-parks-and-recreation/catalog>

**Andover Spring Choir** – May 8, 2026. Capitol Federal Amphitheater®. 4:00pm – 8:30pm. Sponsored by Andover Public Library and USD 385. Joint concert of Andover Elementary Schools, free to the public. Over 200 were estimated to be in attendance by event organizers.

**Youth Baseball & Softball** – Registration has closed for the 2026 season. Officials' trainings and Coaches meetings were held in March. Regularly scheduled team practices are underway, and the season will be ongoing until the end of June.

**HeritageFest** – HeritageFest was held on Saturday, May 16, 10:00am – 2:00pm, at The Heritage. This family-friendly event saw approximately 600 in attendance to celebrate Andover's history, with a glimpse into life in the 1890s.

- Showing of the film "Sod & Stubble" was at 6 p.m.
- Cemetery tour at 3 p.m. - \$15 – all proceeds went to the Andover Historical Museum.

**Public Works Touch – a - Truck** – May 21, 2026. 4:00pm – 6:00pm, Andover Central Park. Free family event showcasing equipment that helps maintain the city from all the Public Works Departments. Approximately 500 people attended this year's event.

**Summer Reading Kickoff** – May 29, 2026. Capitol Federal Amphitheater®. Sponsored by Andover Public Library.

**City Wide Cleanup Day** – May 30, 2026. 8:00am – 11:00am, Andover Central Park, 1609 E Central Ave. Free refuse drop-off for Andover residents. City Staff unloaded 253 vehicles with debris at this year's event.

**Corvette Blitz Car Show** - May 31, 2026. 10:00am – 4:00pm. Heritage Park. The Heartbeat of Kansas Corvette Club will anchor this free event for the public. Around 75 cars were on display and event organizers were happy with the location and turn out.

**Midwest R & B Fest** – June 6, 2026. Capitol Federal Amphitheater®. The 4th Annual Midwest R&B Fest is coming to Capitol Federal Amphitheater in Andover, KS bringing together the best in contemporary and classic R&B for an unforgettable evening under the Kansas sky. This year’s highly anticipated festival promises an exceptional lineup of chart-topping artists, soulful performances, and the smooth grooves that have made this event a must-attend celebration of R&B music in the heartland. Event promoter will be able to provide attendance details on the next agenda update.

**All Things Fishing Frenzy** – June 6, 2026. Andover Central Park. Free family event at Lake George with fishing clinic for all ages. This event coincides with the free statewide fishing weekend in Kansas.

## **A LOOK FORWARD AT UPCOMING EVENTS AND ACTIVITIES:**

### **Spring/Summer 2026**

**Kansas Grown! - Farmers Market at The Heritage – Andover** - May 23 - Sept 26, 2026 (19 Saturdays) Market Open 8am – Noon, at Heritage Park Plaza. KS Grown! operates the large Farmers Market on the west side of Wichita and will now be operating in Andover as well. KS Grown! reports over 50 vendors at the first couple of market days. Attendance, sales and vendor satisfaction have been very positive at the beginning of the season.

**Burger Battle** – June 13, 2026. Capitol Federal Amphitheater®. Sponsored by KETCH. Area restaurants will come together to battle it out for the People’s Choice champion title and the Judge’s Choice champion title. Proceeds will benefit KETCH and individuals with intellectual and developmental disabilities. Purchase tickets online, or call 316-383-8889 and Burger Battle tickets/wristbands will be reserved for you at the will call booth. You can also buy tickets at the gate on the day of the event.

**Paint N Sip at The Lodge** - A new monthly event series that brings art, creativity, and community together in a relaxed and welcoming atmosphere. The event offers art enthusiasts of all skill levels the opportunity to create their own masterpiece while enjoying beverages and socializing in the beautiful setting of Andover Central Park.

Event price of \$35 includes all supplies, instruction & Chef’s gourmet kettle chips. Full bar, NA beverages and sweet treats available for purchase.

2026 dates are June 11, July 9, August 13, September 10, October 15, November 12, December 17.

**Ballet in the Park** – June 13, 2026. 7:00pm – 8:00pm. Heritage Park Plaza. Based on JMM Barrie’s 1904 play, Metropolitan Ballet brings *Peter Pan* to life this June! Peter Pan, the boy who won’t grow up, visits the Darling children one night and teaches them to fly. They go

with Peter to Neverland, where they experience adventures with pirates, lost boys, and a crocodile. Be sure to bring a blanket or lawn chairs for seating.

**Disc Golf Tournament** – June 21, 2026. Central Park Disc Golf Course. Ducks Flying Discs will be our Tournament Director again, with the City sponsoring the players packs. 70-100 individuals typically compete in these tournaments. Registrations for pro and amateur classifications are online at Disc Golf Scene for this PDGA event.

**Sawyer Brown and Lonestar** - June 26, 2026. Capitol Federal Amphitheater®. Tickets can be purchased online at [www.selectaseat.com](http://www.selectaseat.com), by phone at 855-755-SEAT (7328), or in person at the Select-A-Seat Box Office at INTRUST Bank Arena (Weekdays 10AM – 6PM) and the Capitol Federal Amphitheater® Box Office at *The Lodge* (Tues 10AM to 6PM and Fri 10AM to 2PM).

**Audacy Summer Concert Series** – July 10, July 17, July 24, July 31. Capitol Federal Amphitheater®. Free concert series, with food and beverage offered by *Legends Global*. Artist performance details will be released later in the season.

**Cars and Coffee** – July 11, 2026. 8:00am – 11:00am. 13<sup>th</sup> Street Sports Park. Free family event with food and beverages available, along with dozens of show cars on site.

**Artisan Faire** – July 16, 2026. 6:00pm – 8:00pm. Join us at the first-ever Andover Artisan Faire! Stop by the Heritage Plaza (located off the corner of Yorktown and Kellogg) to see over 30 vendors in the Andover area, enjoy live jazz music, food, and more. This event is free and open to the public.

**Ty Myers** – September 5, 2026. Capitol Federal Amphitheater. Tickets can be purchased online at [www.selectaseat.com](http://www.selectaseat.com), by phone at 855-755-SEAT (7328), or in person at the Select-A-Seat Box Office at INTRUST Bank Arena (Weekdays 10AM – 6PM) and the Capitol Federal Amphitheater® Box Office at *The Lodge* (Tues 10AM to 6PM and Fri 10AM to 2PM).

**Ole 60** – October 9, 2026. Capitol Federal Amphitheater. Tickets can be purchased online at [www.selectaseat.com](http://www.selectaseat.com), by phone at 855-755-SEAT (7328), or in person at the Select-A-Seat Box Office at INTRUST Bank Arena (Weekdays 10AM – 6PM) and the Capitol Federal Amphitheater® Box Office at *The Lodge* (Tues 10AM to 6PM and Fri 10AM to 2PM).

# Parks and Recreation Advisory Board Updates

## Public Works Touch-a-Truck



# Parks and Recreation Advisory Board Updates

## KS Grown! Farmers Market





# Parks and Recreation Advisory Board Updates

## Prescribed Burning





# Parks and Recreation Advisory Board Updates

## City Wide Clean-Up



# Parks and Recreation Advisory Board Updates

## Heritage Fest





# Parks and Recreation Advisory Board Updates

## Andover Citizen Engagement



# Parks and Recreation Advisory Board Updates

## ACC Playground Repairs



# Parks and Recreation Advisory Board Updates

CFA Backstage Fence, ADA spots, Sponsorships





# Parks and Recreation Advisory Board Updates

## Wood Duck Boxes and Interpretive Signage at Harry St Nature Trails



### Defending the Wood Ducks

Helping Wildlife Thrive in our Park



**Why Wood Ducks Need Nest Boxes**  
Wood ducks are one of the few North American ducks that nest in tree cavities. Suitable hollow trees are scarce in many urban and suburban areas. Nest boxes provide safe places for hens to raise their young and help support healthy local populations.

**About Wood Ducks**

- Brilliantly colored males and subtly patterned females
- Naturally nest in tree cavities near water
- Hatched ducklings leap from nest within 24 hours
- Excellent swimmers from the moment they reach the ground

**How this Nest Box Helps**  
The boxes mimic a natural tree cavity. It offers protection from predators, a dry and safe place for eggs, and a stable nesting site closer to water. Boxes like this are commonly used in Kansas and Center as part of healthy wetland and riparian habitat management.

**What You Might See**

- A hen entering the boxes in early spring
- Ducklings jumping from boxes to join their mother
- Other native cavity nesters occasionally exploring the boxes



**How You Can Help**  
Enjoy wildlife from a respectful distance. Never disturb or open nest boxes. Protect mature trees and wetlands.

**Learn More**

Visit the Great Plains Nature Center in Wichita or explore their educational resources to learn more about Kansas wildlife and conservation.

**Girl Scouts**

These boxes are a part of Allison de la Clerja's Girl Scout Gold Award Project for local troop 41196. Her goal is to improve wildlife conditions and preserve local parks.



Photos Courtesy of "Bob Green, Wild in Focus"

# Parks and Recreation Advisory Board Updates

FS#2 Playground improvements and Exhibit







To: Parks & Recreation Advisory Board  
From: Daniel Schapaugh  
Date: June 10, 2026  
Subject: Cornerstone Park Restroom Selection

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**SUMMARY:**

As discussed in previous PRAB meetings, one of the Capital Projects covered in the 2026 Park Improvement Fund budget is to add a restroom facility and associated amenities at the Cornerstone Neighborhood Park. Staff sent out an RFP publicly and directly invited 3 manufactures of prefabricated park restrooms.

The intent for this project is for the utilities, foundation and approach work to be bid as a separate scope, and then upon completion, the prefabricated restroom would be shipped to the site and be placed into service.

After guidance from the April 28 special meeting, staff reengaged *Infrastructure Precast* regarding the Easi-Set Blue Ridge model, they have provided the base cost of this unit with delivery at \$76,000. The maintenance door is configured off the side of the main entry as preferred by the PRAB. The overhang out front is standard at 3 feet. An additional modular awning option is not available directly from the manufacturer. In order to add additional awning coverage as discussed in the April 28 special meeting, that would have to be built on site as a supplemental piece and the responsibility of the city. Staff estimate this cost to be a minimum of \$6500, possibly as high as \$15,000 depending on the detail level of support columns and roofing configuration.

The current lead time for production and delivery on the Blue Ridge model is 40 weeks.

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Staff have recently inquired about products from *Public Restroom Company*, which had two units installed recently in Derby. Some of their offerings will be within the project budget and they produce a complete unit for turn key installation upon delivery. <https://publicrestroomcompany.com/public-restrooms/playground-series/> A specifications sheet on a model similar to the style discussed in in the April 28 meeting is attached.

**FINANCIAL IMPLICATIONS:**

Total project budget is \$300,000, this is to include the secondary scope of work addressing the utility extensions, site preparation, foundation, site furnishings, etc. Staff estimate the cost of preparing the site for the restroom to be near \$95,000.

**ATTACHMENTS:**

- [Cornerstone Park Proposed Amenity Layout](#)
- [Instrastrucutre Precast Easi-Set Blue Ridge Wet restroom product sheet](#)

[Infrastrucutre Precast EasiSet Blue Ridge Cost v2](#)

[Public Restroom Company Playground Series PS-022-CE-ST-2M](#)

[High Park Derby Kansas](#)

# Cornerstone Park Proposed Restroom: site placement and associated project amenities



Proposed restroom site with master planned approach

Proposed sidewalk extension

Potential bench locations



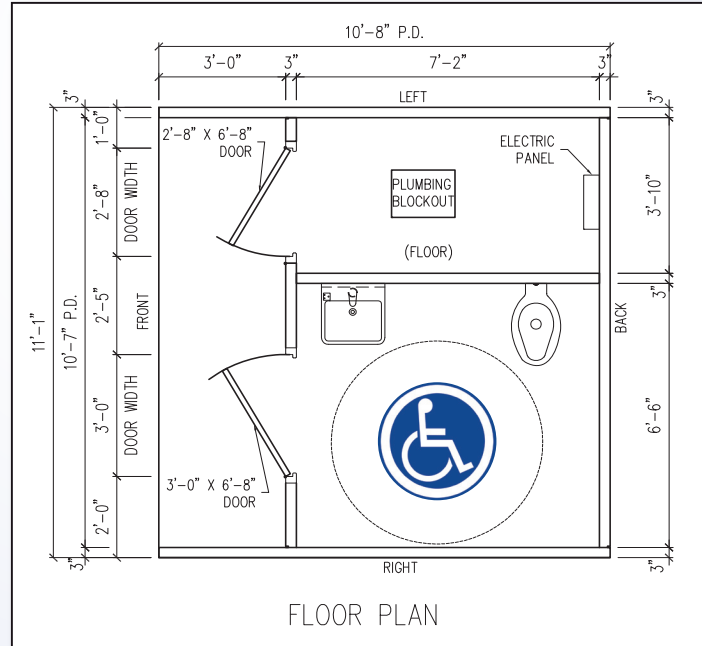
Shown with chase door on side of building

**T**he Blue Ridge, a plumbed restroom with one individual unit, containing all stainless steel fixtures, a separate chase for housing mechanical, electrical equipment and storage for supplies. Unique industry-leading features include: easy to clean and sanitize wall-to-floor cove detail; post-tensioning system to add strength, shrinkage crack resistance and impermeability; stainless steel connector plates and window frames for corrosion resistance. Restroom meets or exceeds current codes.

*Pre-Engineered • Minimal Site Preparation • Delivered To Site Ready To Use • Maintenance Free • Durable • Sustainable*

### Only Brand to Offer:

- Easy clean-out cove detail
- Patented post-tensioning system
- Stainless steel assembly connector plates
- Stainless steel window frame
- Monolithic roof and floor designs (multi-unit)



### AVAILABLE OPTIONS:

- Wall Textures & Colors
- Factory Plumbed & Wired
- Choice of Pre-Installed Fixtures
- Hot Water Heaters • Water Fountains
- Room Heaters • Solar Package
- Anti-Graffiti Coating

**MANUFACTURED** throughout the USA & Canada by Licensed Producers  
**AVAILABLE LOCALLY FROM:**





**Infrastructure Precast, Inc.**

Mailing Address: PO Box 27, Hartford, KY 42347  
 Production Facility: 981 W 7th St, Beaver Dam, KY 42320  
 Corporate Office: 552 St Rt 69 N, Hartford, KY 42347  
 Office: (270) 363-2238 Web Site: icastinc.com  
 sales@icastinc.com

**Quote**

Date of Quote	Quote #
5/12/2026	26-1553ES
Quote Version:	2
Plan Date:	n/a

Andover Restroom  
 Butler, Andover, KS

Freight Loads	Valid	FOB	Rep	Item Code	Description	Quantity	Unit	Unit Price	Amount
10	30 Days	Jobsite		MTO	SP1- Logan Wet Prefabricated Restroom	1	EA	\$74,000.00	\$74,000.00
				MTO	SP2- Water Fountain/Bottle Filling Station	1	EA	\$4,000.00	\$4,000.00
				MTO	SP3- Blue Ridge Wet Restroom	1	EA	\$76,000.00	\$76,000.00
<b>Subtotal</b>									<b>\$154,000.00</b>
<b>Sales Tax</b>									<b>0</b>
<b>Total</b>									<b>\$154,000.00</b>



**Price Includes:**

Freight and installation on customer prepared crushed stone base.

**Price Excludes:**

Permits; testing; final field connections; insulation; plumbing and electrical drawings; gutters and downspouts; baby changing stations and anything not listed in the inclusions is excluded; key reading access control system. Price is based on customer having level compacted stone base installed per manufacturer's recommendations. Water pressure must be between 40PSI to 75PSI with a 1 1/2" diameter water pipe. Infrastructure Precast Inc. is not responsible for plumbing not functioning properly if previously stated PSI and water pipe diameters are not met. If water pressure is below 40PSI then a booster pump must be installed by others. If water pressure is greater than 75PSI then a pressure reduction valve must be installed by others. Infrastructure Precast Inc. is not responsible for flow adjustments to flush valves. Plumbing requires minimum 1.5" water lines and pressure to be 40-75 PSI. Contractor must provide level unobstructed area large enough for crane and tractor trailer to park adjacent to pad. Crane must be able to place outriggers within 3'-0" of edge of pad and truck and crane must be able to get side-by-side under their own power. No overhead lines may be within 75' radius of center of pad. Firm roadbed with turns that allow 65' lowbed tractor and trailer must be provided directly to site. No building shall be placed closer than 2'-0" to an existing structure.

**Product Terms:** Net 30 Days. Standard Terms & Conditions Apply.

A down payment of 50% is required prior to releasing to production.

**Notes:**

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**Quote - Terms & Conditions**

Date	Quote #
5/12/2026	26-1553ES
Quote Version:	2
Plan Date:	n/a

(T&C Page 1 of 2)

**Terms and Conditions:** Infrastructure Precast, Inc.'s ("Manufacturer") standard terms, outlined below, apply to all quotes unless otherwise specified. Customer's purchase order is expressly limited to these terms and shall not include any additional or different terms stated or proposed by Customer. Amendment of these terms is only valid if confirmed in writing by Manufacturer. Customer's issuance of a purchase order or other acknowledgement of a sales order, and/or Customer's acceptance of delivery of materials, shall serve as a confirmation and acceptance of these terms. **Please reference the actual quote for project specific inclusions/exclusions.**

**Typically Included (as noted on quote):** Joint Sealant and Pipe Openings for Storm Structures. Joint Sealant, Exterior Joint Wrap, Manhole Steps, Manhole Boots or A-Lok Gaskets, Shaped Inverts (4' and 5' dia. manholes) for Sanitary Structures. Xypex and ConShield Admixtures, Shaped Inverts, MacWrap, Exterior Drops 4" – 12" SDR 35, Castings, Inflow Dishes, Chimney Seals included only if noted on quote.

**Typically Excluded (unless otherwise noted on quote):** Hatches, Ladders, Vent Pipes, Link Seals, Professional Engineering Stamps or Services, Shaped Inverts for Storm Structures, Shaped Inverts in structures larger than 5' Diameter, Grout Fillets, Grout to Drain, Manhole Steps in Storm Structures, Interior Linings (epoxy or cast-in), Exterior Coatings, Chimney Seals, Inflow Dishes, Special Additives such as ConShield, Electrical Openings, Special Attachments, Exterior Drops larger than 12", Exterior Drops using Pipe/Fittings other than SDR 35 or 26, Castings (excluded for distributors).

**Delivery:** Unless noted otherwise, prices include freight to the jobsite in truckload quantities, as close to the jobsite as can be reached by a fully loaded tractor trailer under its own power. Customer to offload materials with their own equipment and labor. Two hours per truck is allowed for unloading, we reserve the right to charge demurrage for delays at a rate of \$125.00 per hour per truck. Additional delivery fees may be added if the project quantities change, as freight costs may be embedded in material unit pricing. If freight costs are embedded in the unit pricing of the product, deliveries shall be in full truck load quantities. Partial truck quantities are subject to an additional freight charge. It is the responsibility of the customer to offload and handle products safely and within the parameters set forth by the manufacturer of lifting devices and in accordance and compliance with regulations. Risk of loss for materials passes to customer when each truck reaches the delivery site specified by customer. Deliveries cancelled within 48 hours of the confirmed delivery date are subject to a cancellation fee of \$300. Deliveries cancelled within 24 hours of the confirmed delivery date are subject to a cancellation fee of \$500. Optional offloading per load; Structures \$500, RCP \$100. Please confirm offloading availability.

**Delays:** It is understood that manufacturer shall not be liable for delay due to strikes, lockouts, embargoes, delays of carriers, damage during shipment, acts of God, pandemics, inability to secure labor or materials, restrictions imposed by governmental agency, and other delays beyond our control. If delivery of all or part of the products within the contract time is delayed or prevented by any of these issues, then manufacturer shall not be liable for any undelivered portion of this contract.

**Takeoff Accuracy:** The quantities on this quote should be checked and verified by the customer for accuracy. The quantities listed on this quote represent our interpretation of the customer-provided plans and specifications at the time of quoting and may not include all required materials. The customer should notify us as soon as possible should they find errors or omissions in the quote so that the quote can be corrected, as unit pricing may change if a significant change in scope is required. Customers are responsible for the accuracy of their own takeoffs. Customer should take extra precaution when placing an order to ensure the quote and order is complete and accurate.

**Return Policy:** Due to the custom nature of precast concrete structures, some products might not be returnable. Custom products, including structures with pipe openings might not be eligible for return, with the exception of headwalls and knockout boxes. If a product is deemed eligible for return, in our sole discretion, there will be a 20% restocking fee applied, plus the cost of transporting the product. Products will be inspected upon return for damage and cleanliness. Products must be in resalable condition to receive any credit. Products cannot be returned without a return material authorization form.

**Submittals:** Submittals will be provided for products and must be reviewed and approved by the customer prior to releasing the order for production and/or shipment/pickup. The length of time required for providing submittals can vary due to the size and complexity of the project, and the backlog of projects currently in the submittal preparation phase. Submittals are prepared by the engineering department and are reviewed by an engineering manager and professional engineer. Submittals relay to the customer our interpretation of the product requirements. If a submittal is rejected and significant changes found to be required including changes to the product size, shape, depth, thickness, reinforcing schedule, etc., we reserve the right to provide a revised quote for the product prior to proceeding with revisions to the submittal. It is the responsibility of the purchasing customer to ensure that the submittals are correct (not the reviewing authority or engineer). If products are manufactured according to the approved submittal, and the approved submittal is later found to be incorrect, the customer shall incur the cost for repair or replacement of the product. Customer should take extra precaution when approving a submittal, and should review the submittal with the project plans, specifications, addenda, field orders, change orders, contract documents etc. for accuracy and compliance.

**Purchase Order:** Customer must provide a Purchase Order for all purchases. Verbal Purchase Orders are acceptable.

**Duration of Quote:** Prices are based on acceptance of the entire attached quote within 30 days of the date of the quote, the approval of our submittals or production shop drawings by the engineer or customer, and acceptance of the customer's credit qualifications, unless otherwise noted. Requests for partial acceptance of this quote are reviewed on a case-by-case basis and may not be accepted. Projects lasting longer than 12 months are subject to a price escalation to compensate for material and labor price increases, up to 10% per year.

**Lead Time:** The lead time can vary significantly. All quoted lead times are subject to trucking availability at the time of production completion. Customer must provide the requested sequence of delivery for products and requested delivery dates at the time the order is placed. Customer revisions to this schedule might cause project delays because the manufacturer will produce products in the sequence provided and will attempt to meet the requested delivery dates as requested by the customer.

**Completed Product Storage:** Products should be delivered within 60 days after production completion. Products will be invoiced at 60 days after production completion, regardless of delivery status. Storage fees will begin at 60 days after production completion at a rate of 1.5% of the purchase price of the materials per month.



**Infrastructure Precast, Inc.**

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Plan Date:	n/a

(T&C Page 2 of 2)

**Damages and Back charges:** Customer must sign packing slips at the time of delivery and must ensure that all items shown on the packing slip have been received in an acceptable condition. If a product arrives damaged the customer can reject it and refuse to offload the product. If the customer offloads the product, it is considered accepted and in good condition and cannot be claimed as damaged at a later date. Customer shall advise of any issues related to the quality of the products provided as soon as possible. If the customer finds that products have not been built in accordance with the approved submittals or if the quality of the product is not acceptable, the customer must provide the manufacturer a reasonable amount of time for onsite repair or replacement. The customer may offer to repair the product at their own cost. The customer may offer to repair the product with cost being paid by the manufacturer (back charge). All back charges must be pre-approved in writing to be considered. Unapproved and unauthorized back charges will not be considered or accepted.

**Warranty Disclaimer:** MANUFACTURER MAKES NO EXPRESS OR IMPLIED WARRANTIES OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WHATSOEVER. IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR ANY LABOR, INSTALLATION, REMOVAL, OR TRANSPORTATION COSTS, OR FOR ANY OF CUSTOMER'S LIQUIDATED DAMAGES, OR FOR INDIRECT OR CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS INTERRUPTION, OR OTHER PECUNIARY LOSS) IN CONNECTION WITH THE MATERIALS. MANUFACTURER'S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER WARRANTY, IN NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE MATERIALS.

**Assignment:** Customer may not assign its purchase order obligations without Manufacturer's prior written consent.

**Forum/Choice of Law:** This contract and any purchase orders shall be construed in accordance with the laws of the Commonwealth of Kentucky, except for claims which are required by law to be adjudicated pursuant to the law of another jurisdiction. The materials are manufactured in Ohio County, Kentucky. Customer agrees that the exclusive jurisdiction for any claims arising out of or relating to purchase orders shall be in the state courts with venue in Ohio County, Kentucky; provided, however, that Manufacturer may in its sole discretion bring claims in any jurisdiction in connection with obtaining a lien or enforcing its lien rights.

**Attorney Fees and Legal Costs:** In the event that litigation is initiated by either the Manufacturer or the Customer arising from the enforcement of these Terms and Conditions, the non-prevailing party shall be responsible for the payment of all reasonable attorney fees, court costs, and other legal expenses incurred by the prevailing party in connection with such litigation.

**Cancellations/Revisions:** Order cancellations after submittals have been provided to the customer (or are in preparation) are subject to fee equal to 10% of the cost of the custom products within the provided submittals. This fee is used to cover the direct cost of the engineering techs, engineering manager, and project manager in the preparation and oversight of delivering project specific custom submittals. If a purchase order is cancelled, customer shall pay for all work performed prior to written notice of termination (including work in progress), together with reasonable allowance for overhead and profit thereon, plus reimbursement for cancellation expenses, plus reimbursement for any materials specially ordered. Revisions to a project after submittals have been prepared (or are in preparation) may also be subject to a fee to cover the direct cost of the labor required to revise the submittals. Revisions will also add lead time, to review and revised submittals, and re-issue production drawings. If revisions are made to a custom product that has already been produced, the custom product will be invoiced, regardless of whether the customer takes delivery of the custom product. Disposal/demolition fees may also apply, up to 50% of the product cost. Manufacturer reserves the right to revise or withdraw this quote in its entirety after reviewing potential project revisions.

**Taxes:** Quote does not include any applicable state or local sales tax. Valid resale or tax-exempt certificate must be supplied for all non-taxable sales on a project specific basis. Blanket exemption certificates will not be accepted by customers other than governmental agencies.

**Pay-When-Paid:** "Pay-when-paid" is not permitted. Invoices are due within the terms set forth to the customer regardless of whether the customer has been paid for the product. Credit holds will be placed on accounts more than 60 days past due.

**Retainage:** Retainage is not permitted. If the customer withholds retainage, the retainage will be subject to monthly finance charges. Credit holds will be placed on accounts more than 60 days past due.

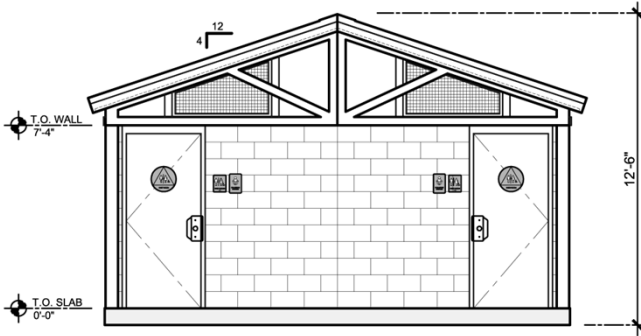
**Credit Hold:** Customer accounts will be placed on a credit hold if they have unpaid invoices that are 60 days or more overdue. The hold will remain until the account is made current. Production and deliveries will be halted until the hold is lifted. Customers with repetitive credit holds will have credit accounts revoked and will be required to prepay for products prior to beginning production.

**Payment Terms:** All payments are due within the terms set forth on the invoice. Invoices not paid within the terms are subject to a 1.5% finance charge per month. Customer shall be liable for all expenses, costs, and attorney fees incurred in the collection of any past due invoices.

**Guarantor Required:** These terms and conditions must be signed by an authorized signatory of Customer's business entity as well as a personal Guarantor. The refusal to provide the signature of both an authorized signatory and a personal Guarantor will result in a reduced line of credit and could result in Manufacturer refusing to extend credit thereby requiring pre-payment. In the event Customer, due to its corporate structure, cannot provide a personal guarantor's signature, Manufacturer will accept in lieu of a guarantor's signature a commercial letter of credit from Customer's bank in favor of Manufacturer.

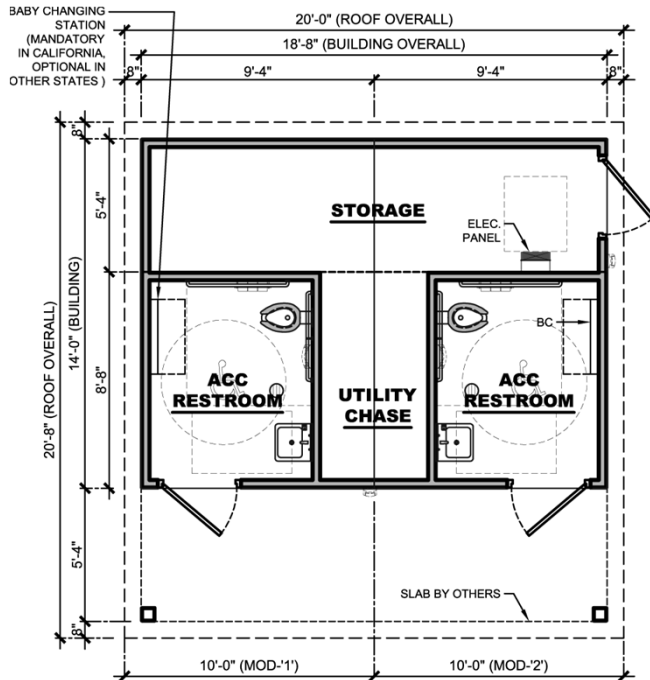
**Acceptance of Terms:** Customer accepts all terms as set forth in the Terms and Conditions and on the quote without exception. **These terms and conditions cannot be altered, amended, or modified in any way without prior written approval by the manufacturer.**

**Interpretation:** These Terms and Conditions shall not be construed or interpreted against the Manufacturer as the drafter of this document. Both parties acknowledge that these Terms and Conditions have been reviewed and negotiated, and any rule of construction that ambiguities are to be resolved against the drafting party shall not apply.



## ELEVATION

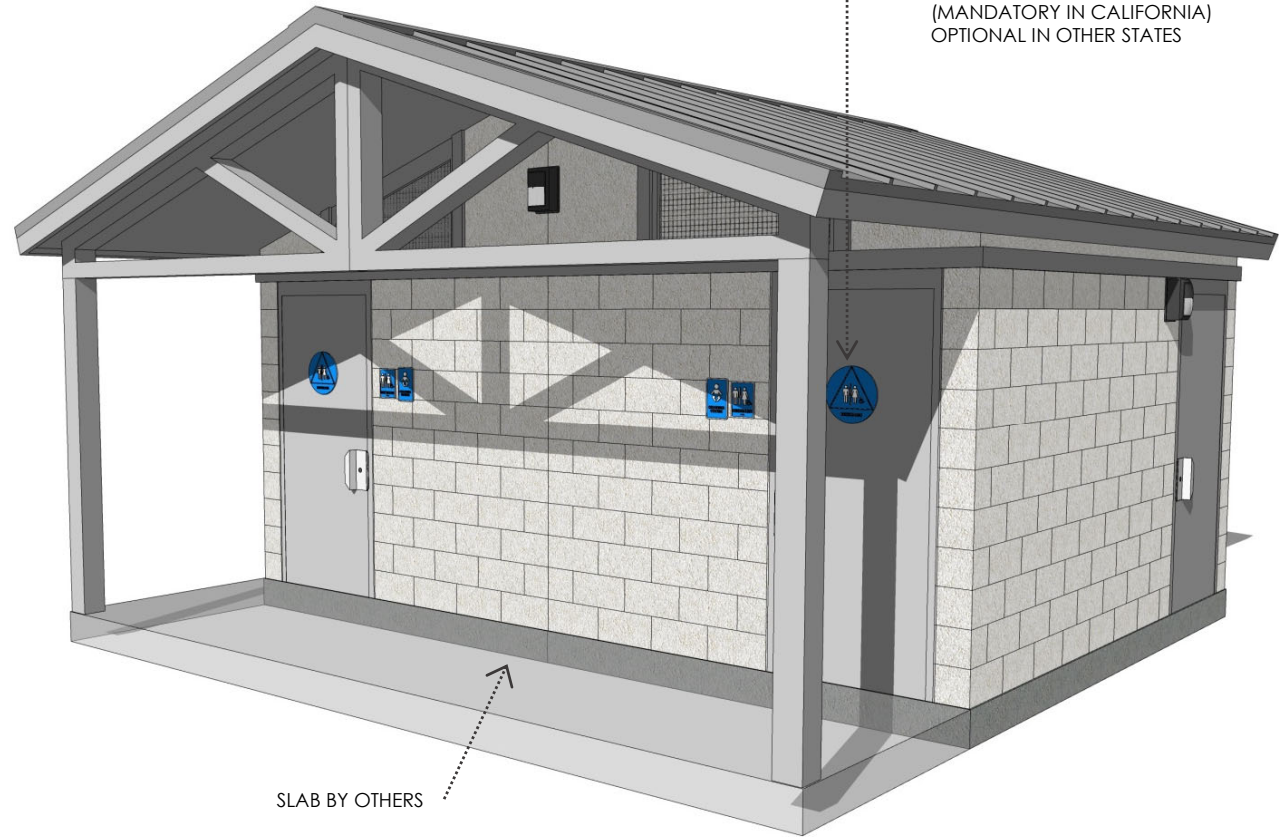
SCALE: 1/8"=1'0"



## FLOOR PLAN

SCALE: 1/8"=1'0"

NOTE: STAINLESS FIXTURES



## PERSPECTIVE

(FINISHES SUBJECT TO CHANGE)

RESTROOM/ STORAGE BUILDING

# PS-022-CE-ST-2M

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