

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, March 04, 2019
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDERMayor Ronald E. Hutto
ROLL CALL.....Deputy City Clerk, Carina Anderson
MINUTES OF PRECEDING MEETING.....Tuesday, February 19, 2019

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 1914 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a contract for CCLIP Resurfacing Project, FY 2019, Project Number 18 U-2332-01 for Highway improvements to US-77 from 11th Ave. to 19th Ave., between the City of Winfield, Kansas and APAC- Kansas Inc., Shears Division, Wichita, Kansas.

Bill No. 1915 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute CCLIP (SP) Resurfacing Project Agreement No. 77-18 between the City and the Secretary of the Kansas Department of Transportation, relating to State Aid for the improvement of City connecting links on the State highway system.

OTHER BUSINESS

- Consider Police Pursuit sedan quotes
- Consider Pick-up quotes for Electric Distribution, Street, Purchasing/DOC, Cemetery, Natural Gas and Quail Ridge Maintenance
- Consider approving an additional \$6,000 for the Solar Array project
- Consider amending substation technical support program with Southwest Electric Company

ADJOURNMENT

- Next Commission Work Session 4:00 p.m. Thursday March 14, 2019
- Next regular meeting 5:30 p.m. Monday, March 18, 2019

CITY COMMISSION MEETING MINUTES
February 19, 2019

The Board of City Commissioners met in regular session, Tuesday, February 19, 2019 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Ronald E. Hutto presiding. Commissioner Phillip R. Jarvis and Commissioner Gregory N. Thompson were also present. Also in attendance were Brenda Peters, Interim City Manager; Carina Anderson, Deputy City Clerk and William E. Muret, City Attorney. Other staff members present were Gus Collins, Director of Utilities; Gary Mangus, Assistant to the City Manager; Patrick Steward, Director of Public Improvements; and Bryan Root, Power Plant Operator I.

Deputy City Clerk Anderson called roll.

Commissioner Thompson moved that the minutes of the February 4, 2019 meeting be approved. Commissioner Jarvis seconded the motion. With all Commissioners voting aye, motion carried.

BUSINESS FROM THE FLOOR

NEW BUSINESS

Bill No. 1909 – An Ordinance – Amending Chapter 54, Article V, Section 54-128 of the Winfield City Code by the striking of current Section 54-128 and adopting a new Section 54-128. City Attorney Muret explains to the Commission that this Ordinance defines options and establishes a penalty for interfering with City personnel when they are working on a property. Upon motion by Commissioner Jarvis, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 1909 was adopted and numbered Ordinance No. 4103.

Bill No. 1910 – An Ordinance – Amending the Code of Ordinances of the City of Winfield, Kansas by the repeal of Chapter 34, Sec. 34-78 (q), charges for collection of solid waste, and the adoption in lieu thereof, a new Sec. 34-78 (q). Director of Public Improvements Steward explains that this Ordinance amends the refuse rates equivalent to an eight percent increase July 1, 2019, an eight percent increase January 1, 2020, and an eight percent increase July 1, 2020, for a total of twenty-four percent (24%) over the next eighteen (18) months. Upon motion by Commissioner Thompson, seconded by Commissioner Jarvis, all Commissioners voting aye, Bill No. 1910 was adopted and numbered Ordinance No. 4104.

Bill No. 1911 – A Resolution – Authorizing and directing the City Manager of the City of Winfield, Kansas to execute a fairgrounds special event agreement between the City of Winfield and the Cowley County Fair Association. Assistant to the City Manager Mangus explains that the Agreement sets the dates for the next five (5) years, and allows for an additional five year automatic rollover. The Fair Association also asked the paragraph regarding demo derbies and figure eight races be amended from ‘Memorial Day to the start of the Cowley County Fair’ to ‘Memorial Day through Labor Day Weekend’. There was also updated verbiage per the City’s Risk Management Consultant. Upon motion by Commissioner Jarvis, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 1911 was adopted and numbered Resolution No. 0919.

Bill No. 1912 – A Resolution – Accepting and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in Highland Park Addition, City of Winfield, Cowley County, Kansas. (Harrison) Director of Utilities Collins explains that this easement will allow the City to reroute electric service, and eliminate a service line that is currently crossing three different properties. Upon motion by Commissioner Thompson, seconded by Commissioner Jarvis, all Commissioners voting aye, Bill No. 1912 was adopted and numbered Resolution No. 1019.

Bill No. 1913 – A Resolution – Accepting and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in Highland Park Addition, City of Winfield, Cowley County, Kansas. (Mildfelt) Director of Utilities Collins explains that this easement will allow the City to reroute electric service, and eliminate a service line that is currently crossing three different properties. Upon motion by Commissioner Jarvis, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 1913 was adopted and numbered Resolution No. 1119.

OTHER BUSINESS

- Consider an agreement with Professional Engineering Consultants for civil engineering services for Phase II of the Public Safety Facility (FD Bays.) Director of Public Improvements Steward explains that this agreement is for design services, which includes necessary work for closing Fuller, as well as civil and drainage design, and construction administration. This contract will be with Professional Engineering Consultants for an amount of \$31,000. Commissioner Thompson moved to approve the agreement with Professional Engineering Consultants for civil engineering services. Motion was seconded by Commissioner Jarvis. With all Commissioners voting aye, motion carried.
- Consider a contract renewal for gas transmission with Enable. Director of Utilities Collins explains this will renew a contract with Enable for the transmission of gas to serve the two Electric Generation plants. Commissioner Jarvis moved to approve the gas transmission contract with Enable. Motion was seconded by Commissioner Thompson. With all Commissioners voting aye, motion carried.
- Consider an agreement renewal for gas transportation and storage with Enable. Director of Utilities Collins explains this will renew a contract with Enable for the transportation and storage of gas to the City of Winfield. Terms are the same as the previous contract, except that we have asked for an automatic renewal of contract, with a termination option of 180 day notice. Commissioner Thompson moved to approve the contract for transportation and storage with Enable. Motion was seconded by Commissioner Jarvis. With all Commissioners voting aye, motion carried.
- Consider approval of the 2019 substation technical support program with Southwest Electric Company. Director of Utilities Collins explains this program is a form of preventive maintenance on our five electric substations and both generation plants, in a three-year rotation. Collins explains that staff recommends the lowest bid of the three quotes received, Southwest Electric Company. Commissioner Jarvis moved to approve the bid with Southwest Electric Company in the amount of \$24,960.00 for the 2019 substation technical support program. Motion was seconded by Commissioner Thompson. With all Commissioners voting aye, motion carried.
- Interim City Manager Peters confirmed to the Commission that the Volunteer Dinner is scheduled for April 18, 2019.

ADJOURNMENT

Upon motion by Commissioner Thompson, seconded by Commissioner Jarvis, all Commissioners voting aye, the meeting adjourned at 5:47 p.m.

Signed and sealed this 1st day of March 2019.

Signed and approved this 4th day of March 2019.

Carina Anderson, Deputy City Clerk

Ronald E. Hutto, Mayor



A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a contract for CCLIP Resurfacing Project, FY 2019, Project Number 18 U-2332-01 for Highway improvements to US-77 from 11th Ave. to 19th Ave., between the City of Winfield, Kansas and APAC- Kansas Inc., Shears Division, Wichita, Kansas.

WHEREAS, bids for the highway improvements were requested, accepted and opened at 10:00 a.m. on February 13, 2019; and,

WHEREAS, APAC- Kansas Inc., Shears Division, submitted the apparent lowest bid;

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

Section 1. The Mayor and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute a contract for the amount of three hundred fourteen thousand six hundred eleven and eighty-seven cents (\$314,611.87) for CCLIP Resurfacing Project, FY 2019, Project Number 18 U-2332-01 for Highway improvements to US-77 from 11th Ave. to 19th Ave., between the City of Winfield, Kansas and APAC- Kansas Inc., Shears Division, Wichita, Kansas, a copy of which is attached hereto and made a part hereof the same as if fully set forth herein.

Section 2. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 4th day of March, 2019.

(SEAL)

Ronald E. Hutto, Mayor

ATTEST:

Carina Anderson, Deputy City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Brenda Peters, Interim City Manager/ps



Request for Commission Action

Date: 2/26/19

Requestor: Patrick Steward, Director of Public Improvements

Action Requested:

Consideration of awarding a contract to APAC- Kansas, Inc. for the CCLIP Resurfacing Project, FY 2019, Project Number 18 U-2332-01 for Highway improvements to US-77 from 11th Ave. to 19th Ave.

Analysis:

This project was applied for under KDOT's City Connecting Link Improvement Program. KDOT will fund 90% of the participating cost of approved projects up to a maximum of \$300k.

Fiscal Impact:

The engineers estimate for the work was \$509,933.00. However, the low bid submitted was \$314,611.87 by APAC. The original estimate submitted in the application would have required the City's portion to be over \$259,000. However, due to the bids submitted, the local share will end up being approximately \$55,000.

Attachments: Bid Tab, Authority to Award

OWNER: CITY OF WINFIELD
 PROJECT: CCLIP Resurfacing Project, FY 2019
 PEC PROJECT NO: 31-180563-000-0943
 Bid Date/Time: February 13, 2019 10:00 a.m.

BID TABULATION



ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		APAC-KANSAS, INC., SHEARS DIVISION		PEARSON COSNTRUCTION LLC		CORNEJO & SONS, LLC		FLINT HILLS MATERIALS LLC		CONSPEC INC. DBA KANSAS PAVING	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
BASE BID															
1	Mobilization	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 12,250.00	\$ 12,250.00	\$ 15,000.00	\$ 15,000.00	\$ 21,000.00	\$ 21,000.00	\$ 18,154.00	\$ 18,154.00	\$ 55,000.00	\$ 55,000.00
2	Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00	\$ 28,000.00	\$ 28,000.00	\$ 8,000.00	\$ 8,000.00	\$ 4,200.00	\$ 4,200.00	\$ 8,200.00	\$ 8,200.00
3	Asphalt Milling	26,327	SY	\$ 4.00	\$ 105,308.00	\$ 1.86	\$ 48,968.22	\$ 1.50	\$ 39,490.50	\$ 1.90	\$ 50,021.30	\$ 1.85	\$ 48,704.95	\$ 3.00	\$ 78,981.00
4	Asphaltic Concrete Overlay	26,327	SY	\$ 10.00	\$ 263,270.00	\$ 8.15	\$ 214,565.05	\$ 9.50	\$ 250,106.50	\$ 9.65	\$ 254,055.55	\$ 11.11	\$ 292,492.97	\$ 12.00	\$ 315,924.00
5	Concrete Pavement Patching	12	SY	\$ 300.00	\$ 3,600.00	\$ 220.00	\$ 2,640.00	\$ 265.00	\$ 3,180.00	\$ 250.00	\$ 3,000.00	\$ 308.00	\$ 3,696.00	\$ 500.00	\$ 6,000.00
6	Permanent Signing	1	LS	\$ 600.00	\$ 600.00	\$ 300.00	\$ 300.00	\$ 1,935.00	\$ 1,935.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
7	Pavement Marking (Thermoplastic)(White)(4")	2,090	LF	\$ 1.50	\$ 3,135.00	\$ 0.45	\$ 940.50	\$ 0.60	\$ 1,254.00	\$ 0.45	\$ 940.50	\$ 0.45	\$ 940.50	\$ 0.45	\$ 940.50
8	Pavement Marking (Thermoplastic)(White)(6")	6,104	LF	\$ 2.50	\$ 15,260.00	\$ 0.55	\$ 3,357.20	\$ 0.75	\$ 4,578.00	\$ 0.55	\$ 3,357.20	\$ 0.55	\$ 3,357.20	\$ 0.55	\$ 3,357.20
9	Pavement Marking (Thermoplastic)(Yellow)(4")	4,912	LF	\$ 2.50	\$ 12,280.00	\$ 0.45	\$ 2,210.40	\$ 0.60	\$ 2,947.20	\$ 0.45	\$ 2,210.40	\$ 0.45	\$ 2,210.40	\$ 0.45	\$ 2,210.40
10	Pavement Marking (Intersection Grade)(White)(24")	1,694	LF	\$ 20.00	\$ 33,880.00	\$ 10.75	\$ 18,210.50	\$ 4.50	\$ 7,623.00	\$ 10.75	\$ 18,210.50	\$ 10.75	\$ 18,210.50	\$ 10.75	\$ 18,210.50
11	Pavement Marking Symbol (Intersection Grade)(White)(Right Arrow)	2	EA	\$ 300.00	\$ 600.00	\$ 175.00	\$ 350.00	\$ 175.00	\$ 350.00	\$ 175.00	\$ 350.00	\$ 175.00	\$ 350.00	\$ 175.00	\$ 350.00
12	Pavement Marking Symbol (Intersection Grade)(White)(Handicap Symbol)	4	EA	\$ 500.00	\$ 2,000.00	\$ 205.00	\$ 820.00	\$ 175.00	\$ 700.00	\$ 205.00	\$ 820.00	\$ 205.00	\$ 820.00	\$ 205.00	\$ 820.00
BASE BID TOTAL				\$	509,933.00	\$	314,611.87	\$	355,164.20	\$	362,265.45	\$	393,436.52	\$	490,293.60
BID BOND				N/A		Yes		Yes		Yes		Yes		Yes	
ADDENDUM NO. 1				N/A		Yes		Yes		Yes		Yes		Yes	
ADDENDUM NO. 2				N/A		Yes		Yes		Yes		Yes		Yes	
ADDENDUM NO. 3				N/A		Yes		Yes		Yes		Yes		Yes	

STATE OF KANSAS



*Department of Transportation
Bureau of Local Projects*

Authority to Award

CCLIP-SP Project Number 18 U-2332-01

City of Winfield

Date: 02/15/2019

The KDOT Bureau of Local Projects (BLP) has reviewed the bid documents for the referenced project and concurs with the City's recommendation to award the contract to APAC-Kansas Inc. Shears Division.

After the contract has been approved by the City and signed by all parties, please forward an electronic copy of the signed contract and pertinent documents to the Bureau of Local Projects (via email). Also, please forward the below-listed milestone dates as they occur:

- Notice to Proceed Date
- Actual Work Start Date (may be the same as the Notice to Proceed)
- Date Work Completed
- Notice of Acceptance Date (from KDOT Area Engineer)

Matt Graham, P.E.
Local Road Engineer
(785) 207-5125
Matthew.Graham@ks.gov

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute CCLIP (SP) Resurfacing Project Agreement No. 77-18 between the City and the Secretary of the Kansas Department of Transportation, relating to State Aid for the improvement of City connecting links on the State highway system.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

Section 1. The Mayor and Clerk are authorized and directed to execute for and on behalf of the City of Winfield, Kansas, CCLIP (SP) Resurfacing Project Agreement No. 77-18 between the City and Kansas Department of Transportation giving the Secretary of Transportation of the State of Kansas authority to act for the City, and in its place and stead, to obtain for the City the benefits of State Aid and obtain the benefits of such legislation for the City on the terms and conditions set in such agreement as may be prepared and approved by the Secretary of Transportation to construct a street resurfacing project for the improvement of US-77 from north of 19th Avenue to north of 11th Avenue., known as project No. 77-18 U-2332-01.

Section 2. This resolution shall be in full force and effect from and after its passage.

ADOPTED this 4th day of March, 2019.

(SEAL)

Ronald E. Hutto, Mayor

ATTEST:

Carina Anderson, Deputy City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Brenda Peters, Interim City Manager/ps

PROJECT NO. 77-18 U-2332-01
CCLIP (SP) RESURFACING PROJECT
CMS CONTRACT NO. _____
CITY OF WINFIELD, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Winfield, Kansas** (“City”), **collectively**, the “Parties.”

RECITALS:

- A. The City has applied for and the Secretary has approved a CCLIP (SP) Resurfacing Project.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The City desires to construct a street resurfacing Project on US-77, a city connecting link for the State Highway System, in the City.
- D. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of State Highway funds.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

1. CCLIP (SP) Resurfacing Program - a city connecting link (CCLIP (SP)) resurfacing program that is a part of the KDOT Local Partnership Program with cities and counties. The state’s participation in the cost of construction and construction engineering will be one hundred percent (100%) for cities with a population between 0 to 2,499, ninety-five percent (95%) for cities with a population between 2,500 to 4,999, ninety percent (90%) for cities with a population between 5,000 to 24,999, eighty-five percent (85%) for cities with a population between 25,000 to 49,999, eighty percent (80%) for cities with a population between 50,000 to 99,999, and seventy-five percent (75%) for cities with a population equal to or greater than 100,000, up to a maximum of \$300,000.00 per fiscal year of state funds. The CCLIP (SP) Resurfacing Program is for contract maintenance only.

2. City Connecting Link - a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city’s limits and is designated as part of the national system of Interstate and defense highways.

3. Project - mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other pre-approved resurfacing methods for the CCLIP (SP) Resurfacing Program for US-77, from north of 19th Avenue to north of 11th Avenue.

4. **Eligible/Participating Bid Items** - all bid items that pertain to Project resurfacing and striping along the connecting link only. Items eligible for CCLIP (SP) funding include manhole adjustments, milling, overlays, aggregate or paved shoulders (if already existing), concrete pavement, thin bonded concrete overlays, joint repair, slurry seals, bituminous seals, ultra thin bonded overlay, concrete and asphalt pavement patching, subgrade improvement, reconstruction, traffic control, transporting of salvageable material (millings), striping, traffic signal loops on the state highway and that portion of the traffic signal loops that lie inside the return on side streets, and pavement marking on the connecting link. Video-detection systems are participating, except on side streets; however, such systems will require pre-approval, as well as additional details, and a bill of materials to be included in the final design plans. Resurfacing work is participating out to the curb returns on side streets.

5. **Non-Eligible/Non-Participating Bid Items** - items typically non-eligible for CCLIP (SP) funding include but are not limited to: bridge deck patching, utility adjustments, curb and gutter, overlay of curb and gutter, adjustment or reestablishment of survey markers, drainage appurtenances, driveways, entrances, sidewalks, sidewalk ramps, construction warranties, traffic loop construction outside the return on a side street, video detection on side streets, and construction outside of the curb and gutter. Work performed outside the Project limits on side streets, or outside the city limits is non-eligible for state participation, items with unit price changes from the let price (other than items with price adjustment specification in the bid documents) and any other items deemed non-eligible by the Secretary.

6. **Fiscal Year (FY)** - the state's fiscal year begins July 1 and ends on June 30 of the following calendar year.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Reimbursement of Project Costs.** The Secretary agrees to reimburse the City ninety percent (90%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, but not to exceed \$300,000.00, as the Secretary's total share of the cost to construct the Project. The Secretary shall not be responsible for the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceed \$333,334.00. The Secretary shall not be responsible for the total actual costs of preliminary engineering, utility adjustments, or items not participating in the CCLIP (SP) Resurfacing Program.

2. **Reimbursement Payments.** The Secretary will make such payment to the City as soon as reasonably possible after construction of the Project is completed, after receipt of proper billing, and attestation by a licensed professional engineer employed by the City that the Project was constructed within substantial compliance of the final design plans and specifications.

ARTICLE III

CITY RESPONSIBILITIES:

1. **Limited Scope.** The Project is limited to roadway resurfacing along the Project location. The Project roadway resurfacing may include all eligible items as defined above. Roadway resurfacing does not include such non-eligible items as defined above and any other items deemed non-eligible by the Secretary. The City will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with PROWAG, regardless of whether such improvements are deemed non-eligible/non-participating bid items by the Secretary for reimbursement purposes.

2. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current CCLIP (SP) Resurfacing Program for this Project.

3. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

4. **Indemnification by Contractors.** The City will require the contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act of omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

5. **Design, Letting, and Administration.** The City will prepare or contract to have prepared, the design plans, specifications, and cost estimate (PS&E) for the Project, let the contract, and award the contract to the lowest responsible bidder. The City agrees to construct or have constructed the Project in accordance with the final design plans and specifications; inspect or have inspected the construction; administer the Project; and make the payments due the contractor, including the portion of cost borne by the Secretary. The City shall design the Project or contract to have the Project designed in conformity with the current version of Section 16.0 City Connecting Links (CCLIP (SP)) Resurfacing Program of the LPA Project Development Manual.

6. **Responsibility for Adequacy of Design.** The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of the design plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, and estimates. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, expressed or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, and estimates or any other work performed by the consultant or the City.

7. **Design Schedule and Submission to Secretary.** The City will follow a schedule for design and development of plans that will allow the Project to be let to contract in the programmed fiscal year; otherwise, the City agrees the Secretary has the right to withdraw the Secretary's participation in the Project. If the City's Project preliminary plans, specifications, and a cost estimate (PPS&E) are submitted to KDOT's Bureau of Local Projects later than May 1 of the programmed fiscal year, at the Secretary's discretion, the Project may be moved into a future fiscal year.

8. **Movement of Utilities.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other utilities, publicly or privately owned, which may be necessary for construction of the Project in accordance with the final design plans. The expense of the removal or adjustment of the utilities and encroachments located on public right of way or easement shall be borne by the owner or the City.

9. Future Encroachments. The City will prohibit future erection, installation or construction of encroachments either on or above the right of way, and it will not in the future permit the erection of fuel dispensing pumps upon the right of way of the connecting link. The City further agrees it will require any fuel dispensing pumps erected, moved or installed along the connecting link be placed a distance from the right of way line no less than the distance permitted by the National Fire Code.

10. Legal Authority. The City will adopt all necessary ordinances and/or resolutions and take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

11. Temporary Traffic Control. The City shall provide a temporary traffic control plan within the design plans, which includes the City's plan for handling multi-modal traffic during construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with PROWAG, and FHWA rules, regulations, and guidance pertaining to the same.

12. Permanent Traffic Control. The City shall conform the location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by a public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference, and shall be subject to the approval of the Secretary.

13. Access Control. The City will maintain control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final design plans, unless prior approval is obtained from the Secretary.

14. Final Design Plans. The final design plans will depict the entire Project location. The eligible/participating bid items must be shown separated and listed apart from the non-eligible/non-participating bid items on the final design plans, bid documents, and on the detailed billing provided by the City. The City shall have the final design plans signed and sealed by a licensed professional engineer. The City will furnish to KDOT's Bureau of Local Projects an electronic set of final design plans and specifications. The City further agrees the specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

15. Program Administration. In addition to complying with all requirements contained in Section 16.0 City Connecting Links (CCLIP (SP)) Resurfacing Program of the LPA Project Development Manual:

(a) The City acknowledges that funding for the Project may be cancelled if the City proceeds to advertise, let, or award a contract for the Project, prior to receipt of notification from KDOT's Bureau of Local Projects of its completion of the final review of the plans, specifications, and estimates (PS&E).

(b) The City acknowledges that funding for the Project may be cancelled if the City awards the contract for the Project prior to its receipt of an "Authority to Award" notification from KDOT's Bureau of Local Projects.

(c) The City will provide to KDOT's Bureau of Local Projects an electronic copy of the executed contract, the completed tax exemption form (PR-76 or PR-74a) and the City's Notice of Award.

(d) After the contract for the Project is awarded, the City will promptly notify both the Project Manager of KDOT’s Bureau of Local Projects and the KDOT Area Engineer to communicate the date the contractor is anticipated to begin work on the Project.

(e) The City acknowledges that any costs for work completed prior to receipt of a Notice of Actual Start Date from the KDOT Area Engineer are ineligible for participation in the Program, will be deemed non-participating costs, and shall be the responsibility of the City.

16. Discrimination Laws. The City will: (a) comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*)(ADA) and not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) include in all solicitations or advertisements for employees, the phrase “equal opportunity employer”; (c) comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; and (d) include those provisions in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such contractor, subcontractor or vendor. If the City fails to comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation will constitute a breach of this Agreement. If the Secretary determines the City has violated applicable provisions of the ADA, the violation will constitute a breach of this Agreement. If any violation under this paragraph occurs, this Agreement may be cancelled, terminated or suspended in whole or in part.

17. Inspections. The City will provide the construction engineering/inspection necessary to determine substantial compliance with the final design plans, specifications, and this Agreement. The City will require at a minimum all personnel, whether City or consultant to comply with the high visibility apparel requirements of the *KDOT Safety Manual*, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for inspection, the agreement must contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

18. Corrective Work. Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary’s representative as needed for a determination of the funding participation in the CCLIP (SP) Resurfacing Program. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the contractor’s errors, omissions or deviations from the final design plans and specifications.

19. Attestation. Upon completion of the Project the City shall have a licensed professional engineer employed by the City attest in an email to the KDOT Area Engineer and the Project Manager for KDOT’s Bureau of Local Projects, that the Project was completed in substantial compliance with the final design plans and specifications.

20. Final Acceptance. Prior to issuing final payment to the contractor, the City must obtain final acceptance of the Project from the KDOT Area Engineer.

21. Accounting. Upon request by the Secretary, the City will provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of KDOT and costs incurred by the City not to be reimbursed by KDOT for preliminary engineering, utility adjustments, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

22. Reimbursement Request. The City will request payment from the Secretary after the City has paid the contractor in full, and a licensed professional engineer has attested in writing the Project has been completed in conformance with the plans and specifications.

23. Audit. The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered non-participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE IV

GENERAL PROVISIONS:

1. Existing Right of Way. The Project will be constructed within the limits of the existing right of way.

2. Incorporation of Final Plans. The final design plans and specifications are by this reference made a part of this Agreement.

3. Compliance with Federal and State Laws. The Parties agree to comply with all appropriate state and federal laws and regulations applicable to this Project.

4. Project Modification. Any of the following Project changes require the City to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be let
- b. Project length
- c. Project location
- d. Project scope

Items b, c, and d require an attached map to scale.

It is further mutually agreed during construction, the City shall notify the Secretary of any changes in the plans and specifications.

5. Civil Rights Act. The “Special Attachment No. 1, Rev. 09.20.17” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

6. Contractual Provisions. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

7. Termination. If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

8. Binding Agreement. This Agreement and all contracts entered into under the provisions of this Agreement are binding upon the Secretary and the City and their successors in office.

9. No Third Party Beneficiaries. No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

10. Headings. The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.

11. Effective Date. This Agreement will become effective as of the date signed by the Secretary or designee.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF WINFIELD, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Catherine M. Patrick, P.E. (Date)
State Transportation Engineer

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

- 1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 5. Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

- 6. Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
- 8. Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 9. Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 10. Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
- 11. Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
- 12. The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
- 13. Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)



Request for Commission Action

Date: February 25, 2019

Requestor: Gary Mangus, Assistant to the City Manager

A handwritten signature in black ink, appearing to read "GM", is placed to the right of the requestor's name.

Action Requested: February 28, 2019, Work Session-discussion, March 4, 2019, Commission Agenda-Other Business: Consider Police Pursuit Sedan Quotes

Analysis: The Police Department has three pursuit sedans appropriated in the 2019 Vehicle/Equipment Replacement budget. Staff solicited quotes from both local dealers on February 22, 2019. Both dealers responded.

Fiscal Impact: 2019 Budget- 3 Police AWD Pursuit Sedans, \$38,600 each, includes vehicle plus graphics, wiring, consoles, and other police specific accessories

Wfd Motor Co	\$25,463.00 per unit
Kline Motors	NO QUOTE

Staff recommendation:

- 3 @ Dodge Charger Pursuit Sedans: accept the quote from Winfield Motor Co for $\$25,463.00 \times 3 = \$76,389.00$
- Low quote for 2018 AWD Police Sedan was \$25,416 each, by Winfield Motor Co
- Ford's Police Interceptor Sedan gasoline model was discontinued and final orders were taken in early Q4 2018. The 2020 model offers a "pursuit rated" Fusion with an inline 4-cylinder gasoline-electric hybrid engine.
- Nissan Altima and Toyota Prius hybrids are being seen in urban police fleets, also. Chevrolet discontinued production of police sedans in 2017, opting to concentrate on the police SUV and pickup markets. Like many other police forces, WPD has been watching from the sidelines while hybrid vehicles have been tested in urban settings.
- During 2020 budget meetings, staff will be discussing the direction of police vehicle purchases.



Request for Commission Action

Date: February 25, 2019

Requestor: Gary Mangus, Assistant to the City Manager

Action Requested: February 28, 2019, Work Session-discussion, March 4, 2019, Commission Agenda-Other Business: Consider Full-Sized Pickup Quotes

Analysis: The Electric Distribution, Street, Purchasing/DOC, Cemetery, Natural Gas and Quail Ridge Maintenance divisions each have Full-Sized Pickups appropriated in the 2019 Vehicle/Equipment Replacement budget. Staff solicited quotes from both local dealers on February 22, 2019. Both dealers responded.

Fiscal Impact:

	Elect Distr IT Cab/Chassis, 4x4	Street IT Cab/Chassis, 4x2	Purchasing/DOC 3/4T Crew Cab, 4x4	Cemetery 3/4T Crew Cab, 4x2	Natural Gas 3/4T Crew Cab, 4x4	QR Maint 1/2T Crew Cab, 4x4
2019 Budget	\$45,000 x 2 Quote + flat bed and city accessories	\$60,000 Quote + utility body and city accessories	\$35,000 Quote + city accessories	\$35,000 Quote + city accessories	\$35,000 Quote + city accessories	\$30,000 Quote + city accessories
Kline Motors	\$32,695.00	\$36,285.00	\$30,679.00	\$27,842.00	\$30,499.00	\$31,858.00
Winfield Motor	No Bid	No Bid	\$34,249.00	\$31,421.00	\$34,038.00	\$23,597.00

Staff recommendation:

- Electric Distribution IT CrewCab/Chassis, 4x4: accept the quote from Kline Motors for 2 units at \$32,695.00
- Street IT CrewCab/Chassis, 4x2: accept the quote from Kline Motors for at \$36,285.00
- Purchasing/DOC 3/4T Crew Cab, 4x4: accept the quote from Kline Motors for at \$30,679.00
- Cemetery 3/4T Cab/Chassis, 4x2: accept the quote from Kline Motors for at \$27,842.00
- Natural Gas 3/4T Crew Cab, 4x4: accept the quote from Kline Motors for at \$30,499.00
- Quail Ridge Maint 1/2T Crew Cab,4x4: accept the quote from Winfield Motor Co for \$23,597.00
- RAM was unable to provide 2019 quotes to Winfield Motor for the IT Cab/Chassis models