

**CITY COMMISSION MEETING  
Winfield, Kansas**

DATE: Tuesday, February 18, 2020  
TIME: 5:30 p.m.  
PLACE: City Commission – Community Council Room – First Floor – City Building

**AGENDA**

CALL TO ORDER.....Mayor Phillip R. Jarvis  
ROLL CALL.....City Clerk Brenda Peters  
MINUTES OF PRECEDING MEETING.....Thursday, January 30, 2020

**BUSINESS FROM THE FLOOR**

-Citizens to be heard

**NEW BUSINESS**

Ordinances & Resolutions

**Bill No. 2007 – A Resolution** – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an Agreement 006203005 between the City, the Secretary of the Kansas Department of Transportation, and South Kansas and Oklahoma Railroad Company relating to the construction and maintenance of highway crossing signals. (9<sup>th</sup> & Platter)

**Bill No. 2008 – A Resolution** – Authorizing and directing the Mayor and City Clerk of the City of Winfield to grant a permanent and temporary construction easement to The Kansas Power Pool, (KPP), a Municipal Energy Agency on a parcel located in the Southwest Quarter of Section 26, Township 32 South, Range 4 East of the 6<sup>th</sup> P.M., Winfield, Cowley County, Kansas.

**OTHER BUSINESS**

-Consider estimate from VersaSport of Kansas for improvements to Lion’s Club Playground.

**ADJOURNMENT**

-Next regular work session 4:00 p.m. Thursday February 27, 2020  
-Next regular meeting 5:30 p.m. Monday, March 02, 2020.

**CITY COMMISSION MEETING MINUTES**  
**January 30, 2020**

The Board of City Commissioners met in regular session, Thursday, January 30, 2020 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Phillip R. Jarvis presiding. Commissioners Gregory N. Thompson and Ronald E. Hutto were also present. Also in attendance were, Taggart Wall, City Manager; Brenda Peters, 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; and Patrick Steward, Director of Public Improvements;

Mayor Phillip R. Jarvis noted all Commissioners were present.

Commissioner Hutto moved that the minutes of the January 21, 2020 meeting be approved. Commissioner Thompson seconded the motion. With all Commissioners voting aye, motion carried.

**BUSINESS FROM THE FLOOR**

**NEW BUSINESS**

**OTHER BUSINESS**

-Consider entering into an agreement with the Fracta Inc. to evaluate our water main distribution system. Director of Utilities Collins explains that staff is recommending a one-year Agreement with Fracta Inc. Commissioner Thompson moved to approve the one-year Agreement with Fracta, as long as it meets with the City Attorney and City Manager's approval, to evaluate the water main distribution system. Motion was seconded by Commissioner Hutto. With all Commissioners voting aye, motion carried.

**ADJOURNMENT**

Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, the meeting adjourned at 5:35 p.m.

Signed and sealed this 11th day of February 2020. Signed and approved this 18<sup>th</sup> day of February 2020.

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Brenda Peters, City Clerk

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Phillip R. Jarvis, Mayor



## Request for Commission Action

**Date:** February 10, 2020

**Requestor:** Patrick Steward, Dir. Of Public Improvements / City Engineer

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**Action Requested:** Approval of an agreement with KDOT and the South Kansas and Oklahoma Railroad for improvements to the crossing at 9<sup>th</sup>/Platter.

**Analysis:**

KDOT has identified this crossing as an at grade crossing in need of improvement. In conjunction with the railroad, those two parties have agreed to improve the crossing at 9<sup>th</sup> and Platter by the installation of new signals, cross arms and new concrete planks.

**Fiscal Impact:** The City's only responsibility will be to continue to maintain the advanced warning signs and the pavement markings.

**Attachments:** Proposed Resolution & Agreement

**A RESOLUTION**

**AUTHORIZING** and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an Agreement 006203005 between the City, the Secretary of the Kansas Department of Transportation, and South Kansas and Oklahoma Railroad Company relating to the construction and maintenance of highway crossing signals.

**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, Agreement No. 006203005 between the City, the Secretary of the Kansas Department of Transportation, and South Kansas and Oklahoma Railroad Company relating to the construction and maintenance of highway crossing signals and providing for the installation of railway-highway crossing signals, flashing light cantilever type and gates at a grade crossing (DOT#433488M) on highway US-160 (9<sup>th</sup> Street), in the City of Winfield, Cowley County, Kansas, known and designated as project No. 160-18 X-3079-01.

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

**ADOPTED** this 18th day of February 2020.

(SEAL)

\_\_\_\_\_  
Phillip R. Jarvis, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Peters, City Clerk

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

Approved for Commission action: \_\_\_\_\_  
Taggart Wall, City Manager/ps

"COMPANY'S ORIGINAL"

Agmt. No. 006203005

**A G R E E M E N T**

South Kansas and Oklahoma  
Railroad Company  
Crossing Signals and Gates  
Crossing Surface

Project No. 160-18 X-3079-01  
HSIP-X307(901)  
Cowley County, Kansas

Agreement between the South Kansas and Oklahoma Railroad Company, the City of Winfield, Cowley County, Kansas and the Secretary of Transportation of the State of Kansas, relative to the construction and maintenance of Highway Crossing Signals under Section 130, United States Code 23.

\* \* \* \* \*

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the South Kansas and Oklahoma Railroad Company, hereinafter referred to as the "Company", the City of Winfield, Cowley County, Kansas, hereinafter referred to as the "City", and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the "Secretary".

**WITNESSETH:**

**WHEREAS**, the Secretary proposes to submit to the Federal Highway Administration of the United States Department of Transportation a project providing for the installation of railway-highway crossing signals, flashing light cantilever type and gates at a grade crossing (DOT #423488M) on highway US-160 (9<sup>th</sup> Street), in the City of Winfield, Cowley County, Kansas, said project to be known and designated as Project No. 160-18 X-3079-01; HSIP-X307(901)and more particularly described as follows:

at the intersection of highway US-160 (9<sup>th</sup> Street) and the Company's tracks approximately 1500 feet south and 750 feet west of the Northeast Corner of Section 28, Township 32S, Range 4 East, in Cowley County, Kansas,

and will recommend its approval for construction under Section 130, United States Code 23 and amendments thereto, and

**WHEREAS**, the locations for the flashing light signals were determined by a diagnostic team consisting of representatives of the Company, the City, and the Secretary, and

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, and subject to the approval of the Federal Highway Administration, it is hereby agreed by the parties hereto:

1. The Company will make contributions equal to ten percent (10%) of the total cost of the project, including preliminary engineering, construction, sales tax, users tax and such other

items as are properly chargeable to the project under Section 130, United States Code 23 and amendments thereto.

2. The City will install and maintain the advance warning signs and pavement markings.

3. The Company will provide the Secretary with a copy of the bill of materials and the detailed estimate of the cost of the project. The estimate to be attached to and become a part of this agreement.

4. After being notified by the Secretary that the project has been approved and that work may begin, the Company will notify the Secretary's Area Engineer at Winfield, Kansas, at least one week in advanced of the date that work on the project is to be started and should withdrawal from the project become necessary for any reason, the Company will each time notify the Secretary's Area Engineer of the date that work on the project is to be resumed.

5. The Company, for the account of the Secretary, will perform the following items of work:

- (a) Remove the existing crossing surfacing and install a concrete type crossing surfacing of an approved type at the mainline track to a length necessary for roadway width.
- (b) Remove the existing cantilever signals and install the new cantilever signals and gates and make all connections necessary for their successful operation, and do all incidental and appurtenant work in accordance with the project and the "Manual on Uniform Traffic Control Devices".

6. The Company will furnish all of the material and do all of the work with its own forces, or the work may be done by a contractor paid under a contract let by the Company in compliance with the provisions of 23 C. F. R., Chapter I, Subchapter B, Part 140, Subpart I. Said Title 23 Code of Federal Regulations (23 C. F. R.) is by reference made a part of this agreement. If this work is to be done by a contractor paid under a contract let by the Company, prior written approval shall be obtained from the Secretary. The estimated schedule by the Company for the completion of the work for this project is one year from the date of this agreement.

7. This Agreement is subject to and the Company agrees to comply with 23 U.S.C. 313 ("Buy America") and 23 C.F.R 635.410 ("Buy America requirements") which require that all iron and steel permanently incorporated in the Company's facilities that are constructed under this Agreement shall have been manufactured, produced, and processed in the United States. Manufacturing processes include any process which modifies the chemical content, the physical size or shape, or the final finish of the iron or steel. These processes include initial melting, mixing, rolling, machining, extruding, bending, grinding, drilling, and coatings applied to iron or steel (including epoxy coatings, galvanizing,

painting, and any other coating that protects or enhances the value of the iron or steel used). Companies providing iron or steel or performing any manufacturing processes on the iron or steel shall include a "Buy America" statement on test reports and material certifications submitted to the Company. The "Buy America" statement shall identify the source of the iron or steel and the location(s) of the manufacturing processes. The statement shall certify that the company issuing the test report or material certification complies with all provisions of the Buy America Act. Buy America requirements do not apply to temporary items (Example: temporary sheet piling, steel scaffolding, and falsework) on the contract, even if these items are left in place with the Engineer's approval. The Company will include the test results and material certifications with its billing to the Secretary.

8. The Company will keep detailed and accurate records of all labor, materials, supplies, incidentals and all other necessary costs involved in carrying out the work performed by the Company under the terms of this agreement, and will give access to such records at any time during regular office hours to any authorized representative of the Secretary or of the Federal Highway Administration, for a period of three years from the date final payment has been received by the Company.

9. Preparation of preliminary estimates, procurements, performance of work, expenditures, billing and reimbursement shall all be done in accordance with 23 C. F. R., Chapter I, Subchapter B, Part 140, Subpart I.

10. To reimburse the Company within thirty (30) calendar days after receipt of the undisputed portion of any invoice for cost incurred for work done by the Company in accordance with the provisions of this Agreement except amounts retained from each billing and payment of the final billing pursuant to paragraph 11.

11. The Company will submit to the Secretary's Area Engineer a final and complete billing of the incurred costs less ten percent (10%) for the Company's contribution within one year after the completion of the work, and the Secretary will pay amount equal to ninety-five percent (95%) of the total amount of each billing for this project pending final audit. Upon completion of final audit, the Secretary will reimburse the Company for the total amount of the final billing found eligible for payment under federal auditing standards, cost principles and regulations. The Company will reimburse the Secretary for ninety percent (90%) of the amount of all items in the Company's bill which are found to be ineligible for payment under federal auditing standards, cost principles and regulations.

12. The Company shall have title to the signals and gates and crossing surface and at its own cost and expense will maintain the signals and gates and crossing surface and will make ample provision each year for such maintenance, provided, however, the Company shall be entitled to receive any contribution toward the cost of such maintenance as may be now, or hereafter made available by reason of any law, ordinance, regulation, order, grant or by other means or sources.

13. The parties hereto do hereby agree that the "Special Attachment No. 1" herewith, pertaining to the implementation of Title VI of the Civil Rights Act of 1964, is hereby made a part of this agreement.

14. The Company does agree that the "Special Attachment No. 2" herewith, pertaining to lobbying, is hereby made a part of this agreement.

15. It is further understood that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the Company, the City and the Secretary and their successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed in triplicate by their proper officers on the day and year first herein written.

JULIE L. LORENZ  
SECRETARY OF TRANSPORTATION  
DIRECTOR OF KANSAS TURNPIKE  
AUTHORITY

BY: \_\_\_\_\_  
SCOTT W. KING, P.E., CHIEF  
BUREAU OF ROAD DESIGN

SOUTH KANSAS AND OKLAHOMA  
RAILROAD COMPANY

BY: *Lang Wan*  
TITLE: *General Manager*

ATTEST:

CITY OF WINFIELD

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
PRESIDENT OF GOVERNING BODY

## KANSAS DEPARTMENT OF TRANSPORTATION

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

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN  
MINORITY POPULATIONS AND LOW INCOME POPULATIONS (1994), and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

### NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 3555) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following seven "Nondiscrimination Clauses".

### CLARIFICATION

Where the term "consultant" appears in the following seven "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

#### Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- (1) **Compliance with Regulations:** The consultant will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27,

hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- (2) Nondiscrimination: The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- (4) Information and Reports: The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- (5) Employment: The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- (6) Sanctions for Noncompliance: In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (7) Disadvantaged Business Obligation

- (a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- (8) Executive Order 12898
- (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the state of Kansas and use such information in complying with this Order.
- (9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

**CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.



*Proposal*  
Railroad Signal Division

1308 N. Walnut Street, Pittsburg, KS 66762  
Ph: (620) 231-6420 www.cdl-electric.com

|   |  |                           |
|---|--|---------------------------|
| PROPOSAL SUBMITTED TO:<br>South Kansas & Oklahoma Railroad (SKOL) | PHONE:<br>(620) 336-2291                                 | DATE:<br>November 6, 2019 |
| STREET:<br>123 N. Depot Street                                    | JOB NAME:<br>9 <sup>th</sup> Ave. (U.S. 160) – 423 488 M |                           |
| CITY, STATE and ZIP CODE:<br>Cherryvale, KS 67335                 | JOB LOCATION:<br>Winfield, Cowley County, KS             |                           |
| CONTACT:<br>Jerry Waun, General Manager                           | JOB NUMBER:<br>RRP-632 KDOT Project 160-18 / X-3079-01   |                           |

RRP-632, 9<sup>th</sup> Ave. (U.S. 160), Winfield (Cowley County), KS – 423 488 M

A new railroad/highway grade crossing warning signal system will be designed and installed specifically for the location listed above. It will include a new pre-wired grade crossing control shelter with a DC Island and interconnection circuits from adjacent locations (8<sup>th</sup> Avenue and 10<sup>th</sup> Avenue). The new warning system will include flashing light/gate signal assemblies with cantilever structures.

Warning signals will include two each automatic gate assemblies and two each cantilever structures (with 19' road clearance), each with 12" LED light units. Mast mounted side light assemblies, bells, signs and swing-away gate arm saving devices will also be provided. Underground signal cable, gate foundations, and grounding components will be included as well. The proposed pricing is based on re-using the existing cantilever foundations. New conduits will be furnished under the road and track as required. The existing AC meter service will be reconfigured for this new automatic warning system. After the installation of the proposed signal system is complete, dress stone and grass seed will be placed, as needed, to properly finish the installation. Existing warning devices will be removed and transported to a secure site of the railroad's choosing. The proposed system will require four new poly-type (bolt-on) insulated rail joints which C.D.L. Electric will provide, however they are to be installed by others at their expense.

Any overhead or underground utilities that may interfere with the installation or proper operation of the proposed signal system must be relocated at the expense of others. C.D.L. Electric, Incorporated will not be responsible for any cost(s) associated with labor or material(s) required to relocate utilities at this location. As noted during an on-site review of this location, one, possibly two, utility pole(s) may need to be relocated as well as overhead power lines to allow proper signal clearances. An allowance of \$6,500.00 has been included for this work. Required work and material for pole and power line relocation will be invoiced based on actual charges.

If concrete, asphalt or any other type of roadway/walkway material must be removed for the proper installation and operation of the proposed signal system, then additional charges may apply. C.D.L. Electric, Incorporated will not be responsible for any cost(s) associated with labor or material(s) to replace concrete, asphalt or any other type of roadway/walkway material removed during the installation process of the proposed signal material.

We propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of: \$264,155.00

Two Hundred Sixty-Four Thousand, One Hundred Fifty-Five Dollars and 00/100 (\$264,155.00) includes estimated sales tax of 8.5%

The price breakdown is as follows:

|   |                     |
|---|---------------------|
| Signal Material, Refer to Accompanying Material List (w/ Handling): | \$162,085.00        |
| Labor w/ Expenses:  | \$47,455.00         |
| Equipment:  | <u>\$27,930.00</u>  |
| Total Sell Price  | \$237,470.00        |
| <br>  |                     |
| Sales Tax 8.5% (Est.)   | \$20,185.00         |
| *Allowance for Utility Pole and AC power line relocation            | <u>\$6,500.00</u>   |
| Grand Total with estimated Sales Tax                                | <u>\$264,155.00</u> |

Continued on next page

Please Note the following:

1. Proposed Prices are valid for Ninety (90) days from the date of this Proposal, beyond ninety days, prices are subject to change
2. Terms: Net Due 30 Days from Invoice Date
3. This proposal may be withdrawn by us if not accepted within ninety (90) days
4. Insulated rail material provided by C.D.L. Electric, Inc. is to be installed by others at their expense
5. Commercial AC power (220V) must be readily available within 75' of the control shelter location. Any additional cost(s) associated with labor or materials to get 220-volt commercial power to the proposed AC meter service location is not included in this proposal and will be the responsibility of others at their expense.
6. If traffic control for the public roadway, other than typical "Crew Working" type signage is mandated by a third party, then other charges may apply

Authorized Signature:



Mark E. Smallwood  
Senior Project Manager  
mark.smallwood@cdl-electric.com  
(502) 618-2165

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal — the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Continued on next page

| <u>ITEM DESCRIPTION</u>  | <u>QTY.</u> | <u>U/M</u> |
|--|-------------|------------|
| CONTROL CASE, ALUM., W/ FNDS, FAN, AC ITEMS & ACCESSORIES          | 1           | EA         |
| WIRE KIT PACKAGE INCLUDING:  |             |            |
| SSCCIII-A, 40 AMP  | 1           | EA         |
| WRENCH, AAR TERMINAL TYPE  | 1           | EA         |
| GROUND STUD KIT  | 3           | EA         |
| ARRESTER   | 1           | LT         |
| EQUALIZER  | 1           | LT         |
| ARRESTER BASE, 4-POST  | 1           | LT         |
| TEST LINK, 1"  | 1           | LT         |
| TEST LINK, 2-3/8"  | 1           | LT         |
| PLUG, TWIST-LOCK TYPE FOR CHARGER                                  | 2           | EA         |
| RELAY, MCKR (NON-VITAL) MAINTAINER CALL/P.O. LIGHTS, w/ BASE       | 1           | EA         |
| POWER-OFF LIGHTS   | 2           | EA         |
| STICKER, LOCATION/CONTACT INFORMATION                              | 1           | EA         |
| DC CONVERTER, 2TC  | 1           | EA         |
| RESISTOR, 5 OHM, 15 WATT   | 1           | EA         |
| RESISTOR, 8 OHM, 15 WATT   | 1           | EA         |
| RELAY, 500 OHM VITAL PLUG-IN TYPE PKG.                             | 2           | EA         |
| RELAY, 4 OHM VITAL PLUG-IN TYPE PKG.                               | 1           | EA         |
| CHARGER, BATTERY 12/20, 20 AMP                                     | 1           | EA         |
| CHARGER, BATTERY 12/40, 40 AMP                                     | 1           | EA         |
| BATTERY, GNB, 264 A.H., 50G11                                      | 6           | CL         |
| BATTERY, GNB, 368 A.H., 50G15                                      | 7           | CL         |
| SHOP WIRING HDW., WIRE, TERM. EYES, TAGS, ETC.                     | 1           | LT         |
| SERVICES, SHOP WIRING & TESTING SERVICES                           | 1           | LT         |
| <br>   |             |            |
| GATE ASSEMBLY, JCT. BOX, MAST, MECH., SIGN, CWTS. & 12" 1W LEDS    | 2           | EA         |
| CANTILEVER ASSEMBLY, 24' ARM W/ SIGNS, X-ARMS & HDW.               | 2           | EA         |
| LIGHT HEAD, 12" LED W/ HOOD & 24" BG, SGL. ASSY.                   | 12          | EA         |
| LIGHT UNIT, 1-W 12" LED w/ HOODS AND 24" BGS, SIDE LIGHT, EXT. ARM | 1           | EA         |
| LIGHT UNIT, 2-W 12" LED w/ HOODS AND 24" BGS, SIDE LIGHT, EXT. ARM | 1           | EA         |
| BELL, ELECTRONIC 12V TYPE FOR 4" 1/5" MTG.                         | 2           | EA         |
| GATE ARM, HI STRIPING, RED/WHITE ALTERNATING, (ADJ) W/ HDW         | 2           | EA         |
| LIGHT KIT FOR GATE ARM 4" LED TYPE                                 | 2           | EA         |
| GATEKEEPER, SWING-A-WAY GATE ARM DEVICE                            | 2           | EA         |
| FOUNDATION, GALVANIZED STEEL 48" DEEP W/ 36" SQ. PLATE             | 2           | EA         |
| <br>   |             |            |
| WIRE, #10 AWG T.C. BLUE FOR WIRING SIGNALS                         | 1           | LT         |
| CABLE, U.G. SIGNAL 7 COND. NO. 14 AWG SOLID                        | 1           | LT         |
| CABLE, U.G. SIGNAL 7 COND. NO. 6 AWG SOLID                         | 1           | LT         |
| CABLE, U.G. SIGNAL 12 COND. NO. 14 AWG SOLID                       | 1           | LT         |
| CABLE, U.G. SIGNAL 3 COND. NO. 4 / GND FOR AC POWER                | 1           | LT         |
| TRACK WIRE NO. 6 TW. PR. DUPLEX                                    | 1           | LT         |
| BOND STRAND, S8 (3/16") TINNED SIGNAL STRAND W/ 4/64" BLACK INS.   | 1           | LT         |
| GROUND ROD, COPPER, 5/8" DIAMETER, 8' LENGTH - POINTED             | 4           | EA         |
| TRACK CONNECTOR "BOOTLEG", WELD-WEB, 3/16" DIA., W/ 1" TAB, 4"     | 4           | EA         |
| RETAINER CLIP, CABLE (3/8" MAX. DIA.) TO RAIL - PERPINDICULAR      | 4           | EA         |
| LOCK, RAILROAD STD.  | 9           | EA         |
| INSULATED RAIL JOINT, POLY-TYPE (BOLT-ON)                          | 4           | EA         |
| MISC. MATERIAL FOR FIELD INSTALLATION                              | 1           | LT         |
| <br>   |             |            |
| ENGINEERING SERVICES / CIRCUIT PLANS / AS-IN-SERVICE PLANS         | 1           | LT         |



229 Alliance Ct  
Oklahoma City, OK 73128

December 10, 2019

BID# CL1972

Ms. Teri Kinyon  
Watco Companies, LLC  
315 W. 3<sup>rd</sup> Street  
Pittsburg, KS. 66762

Email: tkinyon@watcocompanies.com

Dear Ms. Kinyon,

Cross Line Railroad Contractors proposes to furnish equipment, materials, tools, labor, supervision, taxes and insurance to perform the following work on US - 160 - 9<sup>th</sup> Ave. - Dot# 423488M in Winfield, KS.

1. Furnish and install 1 - 81' - 115# concrete crossing.
2. Furnish and install new 115# rail and relay #1 OTM for the crossing.
3. Furnish new creosoted hardwood 10' ties for the crossing.
4. Furnish five new 10' ties off each end of the crossing.
5. Furnish necessary ballast to tamp and dress the crossing with.
6. Furnish necessary welds for the crossing.
7. Furnish necessary HMAC for the crossing approaches.
8. Furnish and take care of the road closure.

The total cost for the above work is as follows:

Rail - 115# - 4.60 NT. - \$5,060.00  
Ties - 10' - 60 Ea. - \$5,280.00  
Tie plates - 120 Ea. - \$1,320.00  
Spikes - 5 Kegs - \$450.00  
Rail anchors - 240 Ea. - \$660.00  
Ballast - 100 NT. - \$3,200.00  
Concrete Panels - 81' - \$18,630.00  
HMAC - 40 NT. - \$3,600.00  
Welds - 115# - 8 Ea. - \$1,480.00  
Other ETC. - \$3,571.00

Total cost for the material is . . . \$43,251.00



229 Alliance Ct  
Oklahoma City, OK 73128

Ms. Teri Kinyon  
BID# CL1972  
Watco Companies, LLC  
December 10, 2019

Total cost for the road closure is . . . \$4,710.00

Total cost for labor, equipment and other ETC. is . . . \$38,453.00

The total cost for the above work is . . . . . \$ 86,414.00

Prices quoted are based on straight – time non – union labor and are good for 90 days. After 90 days from date of Bid, prices are subject to change.

Terms for payment are net 90 days. If not paid within 30 days, interest on the unpaid balance will accrue at the maximum rate allowed by law.

Thank you for the opportunity to submit the attached Bid.

If you have any questions regarding the Bid, please contact me at 405-470-0340 or 405-623-6872.

Sincerely,

JAMES HENDERSON

Area Manager

JH/BH

This proposal accepted on 13 day of December 2019.

By: *James Henderson*

**A RESOLUTION**

**AUTHORIZING** and directing the Mayor and City Clerk of the City of Winfield to grant a permanent and temporary construction easement to The Kansas Power Pool, (KPP), a Municipal Energy Agency on a parcel located in the Southwest Quarter of Section 26, Township 32 South, Range 4 East of the 6<sup>th</sup> P.M., Winfield, Cowley County, Kansas.

**WHEREAS**, the said easement has been successfully negotiated.

**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, Cowley County, Kansas are hereby authorized and directed to grant a certain permanent easement and temporary construction easement on a parcel located in the Southwest Quarter of Section 26, Township 32 South, Range 4 East of the 6<sup>th</sup> P.M., Winfield, Cowley County, Kansas as specifically defined in Easement agreements attached hereto.

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

**ADOPTED** this 18th day of February 2020

(SEAL)

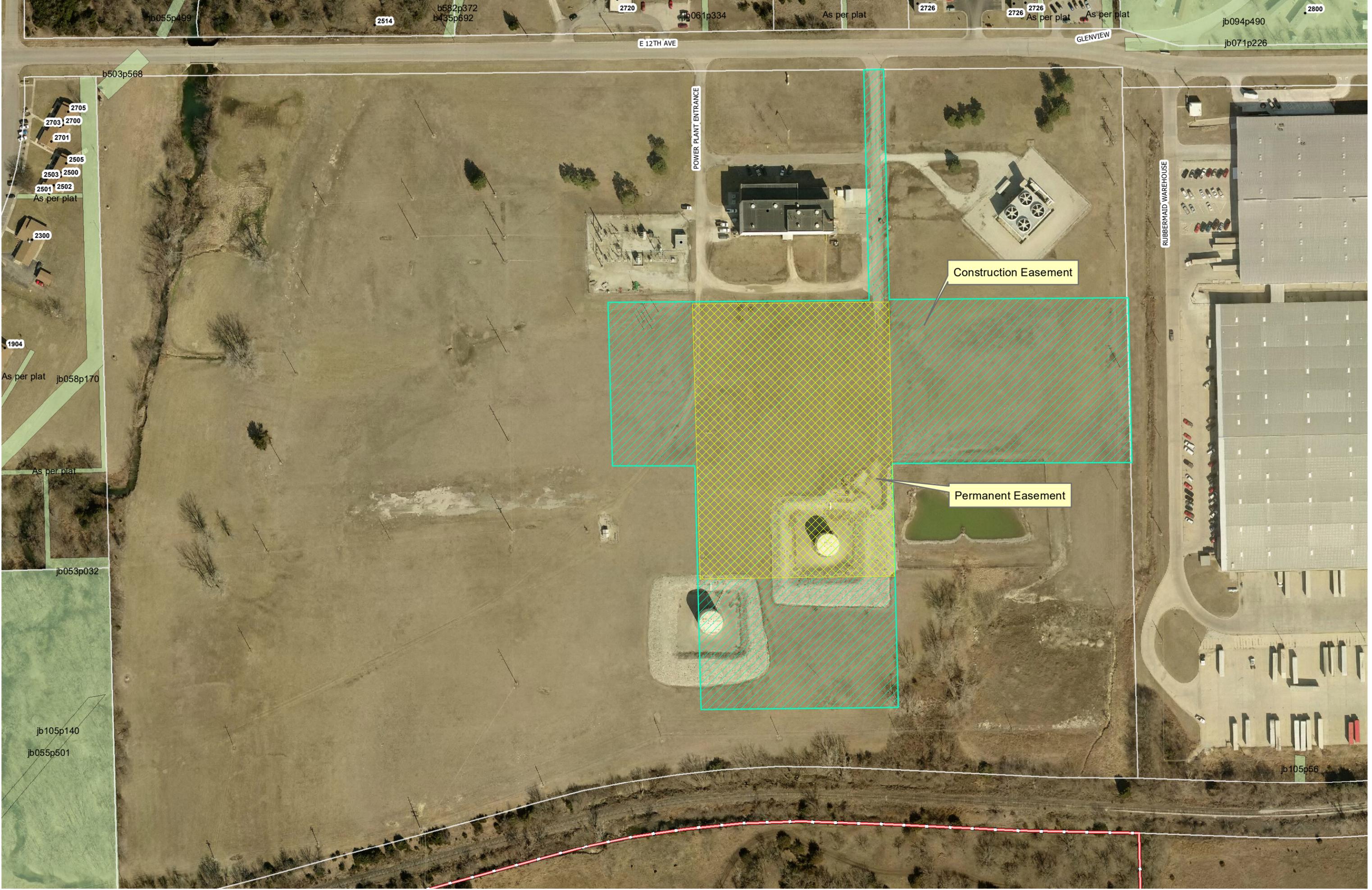
\_\_\_\_\_  
Phillip R. Jarvis, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Peters, City Clerk

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

Approved for Commission action: \_\_\_\_\_  
Taggart Wall, City Manager/ps



jb055p499

2514

b582p372  
b435p692

2720

jb061p334

As per plat

2726

2726  
2726  
As per plat

As per plat

jb094p490

2800

jb071p226

E 12TH AVE

GLENVIEW

b503p568

POWER PLANT ENTRANCE

RUBBERMAID WAREHOUSE

Construction Easement

Permanent Easement

2705  
2703 2700  
2701  
2505  
2503 2500  
2501 2502  
As per plat  
2300

1904  
As per plat  
jb058p170

As per plat

jb053p032

jb105p140

jb055p501

jb105p56

## **EASEMENT AGREEMENT**

This **EASEMENT AGREEMENT** (“Agreement”) is made effective as of the date executed below, between the City of Winfield, Kansas, a municipal corporation, (“Grantor”), with an address of 200 E. 9<sup>th</sup> Ave., Winfield, Kansas and The Kansas Power Pool (“KPP”), a Municipal Energy Agency (“Grantee”), with an address of 100 N. Broadway, Suite L110, Wichita, Kansas 67202.

**WHEREAS**, Grantor is the owner of that certain parcel of land situated in Cowley County, Kansas, more particularly described in Exhibit A attached hereto and made a part hereof (“Grantor Tract”); and

**WHEREAS**, Grantee has requested from Grantor and Grantor is desirous of granting to Grantee, an easement for the construction of, access to, and maintenance of an electrical power generation plant and all appurtenances thereto to be located on that certain portion of the Grantor Tract more particularly described by metes and bounds description on Exhibit B attached hereto and made a part hereof (“Permanent Easement Area”) and depicted and marked on Exhibit C attached hereto as “Permanent Easement”.

**NOW THEREFORE**, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee an easement upon the Permanent Easement Area, subject to the following terms and conditions to which the parties hereto do hereby agree:

1. Easement and Use of Permanent Easement Area. Subject to the terms of this Agreement, Grantor hereby grants to Grantee a perpetual, exclusive easement within the Permanent Easement Area for the use of the air space above the surface of and subsurface below the Permanent Easement Area for the purpose of constructing, installing, furnishing, equipping, repairing, replacing, maintaining, and operating an electrical power generating plant thereon, including all supporting structures, devices, illumination facilities, parking, control room and office facilities, utilities, transmission lines, and connections and other appurtenances thereon, and all other related uses (the “Plant”).

Upon recording, return to:

TRIPLETT WOOLF GARRETSON, LLC  
Attn: J.T. Klaus  
2959 N. Rock Road, Suite 300  
Wichita, Kansas 67226  
Telephone: (316) 630-8100

2. Access Easement. Grantor hereby grants and conveys in favor of the Grantee a non-exclusive, perpetual easement for the purposes of ingress and egress by vehicular and pedestrian traffic over and across the Grantor Tract. Grantee agrees to utilize any existing and future roadways for such access if existing, available, and usable. Grantor covenants and agrees that no barricade or other divider will be constructed on the Grantor Tract (unless Grantee is afforded access), and that nothing will be done to prohibit or discourage the free and uninterrupted flow of pedestrian and/or vehicular traffic over and across the Grantee Tract to the Permanent Easement Area.

3. Utility Easement. Grantor does hereby grant and convey unto Grantee a non-exclusive, perpetual easement under, upon, over, across and through the Grantor Tract for the purposes of installing, laying, constructing, maintaining, altering, inspecting, protecting, relocating, operating, repairing and replacing any and all utility improvements (including, without limitation, power poles and power lines) and any and all meters, drops, service taps, distribution facilities, regulators, transformers and other equipment incidental or appurtenant to such utilities, as from time-to-time required by the Grantee.

4. Use. If, following completion of construction of the Plant, the Permanent Easement Area ceases to be utilized for the purposes set forth herein and the Plant is removed, the Permanent Easement shall expire, this Agreement shall terminate, and any property interests granted herein shall revert to Grantor.

5. Remedies. In the event that any party hereto or the owner of any portion of the Grantor Tract or any beneficiary of this Agreement shall default in any of its obligations, breach any covenants or otherwise fail to perform as required in accordance with the terms of this instrument, the non-defaulting or non-breaching party shall be entitled to such remedies as may be available at law or in equity, including, but not limited to, the right to injunctive relief.

6. Covenants Running With the Land. The easements and rights granted herein shall be covenants running with the land and shall be binding upon Grantor, its successors, assigns and future owners of the Grantor Tract, and shall benefit Grantee and the officers, employees, agents, representatives, invitees, tenants, and licensees of the Grantee, and Grantee's successors and assigns.

7. Headings. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

8. Entire Agreement. This document contains the entire agreement between Grantor and Grantee, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the matters contemplated by this document.

9. Counterparts. This document may be executed in one or more counterparts, all parties need not be signatories to the same documents, and all counterpart signed documents shall be deemed to be an original and one (1) instrument.

10. Governing Law. This instrument and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Kansas.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Grantor hereto has executed this instrument the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF WINFIELD, KANSAS

[seal]

\_\_\_\_\_  
Phillip R. Jarvis, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Peters, City Clerk

**ACKNOWLEDGEMENT**

STATE OF KANSAS            )  
  )        ss:  
COUNTY OF COWLEY        )

BE IT REMEMBERED that on this \_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a notary public in and for the County and State aforesaid, came Phillip R. Jarvis and Brenda Peters, Mayor and City Clerk, respectively, of the City of Winfield, Kansas, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged execution of the same.

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

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_

This easement, and each and every right and privilege granted to the Grantee herein, is hereby accepted by the Governing Body of The Kansas Power Pool (“KPP”), a Municipal Energy Agency, without any duty or obligation of the KPP with respect thereto, whether such duty be by implication or otherwise, this \_\_\_\_ day of \_\_\_\_\_, 2020.

THE KANSAS POWER POOL (“KPP”),  
a Municipal Energy Agency

[seal]

By \_\_\_\_\_  
Gus Collins, President

ATTEST:

By \_\_\_\_\_  
Jason Newberry, Secretary/Treasurer

“GRANTEE”

ACKNOWLEDGEMENT

STATE OF KANSAS            )  
  )  
COUNTY OF SEDGWICK    )        ss:

The foregoing instrument was acknowledged before me, a Notary Public in and for the County and State aforesaid, on this \_\_\_\_ day of \_\_\_\_\_, 2020, by Gus Collins and Jason Newberry, the duly authorized Board President and Board Secretary, respectively, of The Kansas Power Pool (“KPP”), a Municipal Energy Agency, on behalf of said KPP.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

\_\_\_\_\_  
NOTARY PUBLIC

My Appointment Expires:

\_\_\_\_\_

**EXHIBIT A**

**Legal Description of Grantor Tract**

The Southwest Quarter of Section 26, Township 32 South, Range 4 East of the 6<sup>th</sup>  
P.M., Cowley County, Kansas.

## **EXHIBIT B**

### **Legal Description of Permanent Easement Area**

A tract in the Southwest Quarter of Section 26, Township 32 South, Range 4 East of the 6<sup>th</sup> P.M., Cowley County, Kansas commencing at the Northeast corner of the Southwest Quarter of Section 26, Township 32 South, Range 4 East of the 6<sup>th</sup> P.M., Cowley County, Kansas; thence South along the East line of said quarter section 460 feet; thence West, parallel with the North line of said quarter section 435 feet to the actual point of beginning; thence West, parallel with the North line of said quarter section 365 feet; thence South, parallel to the East line of said quarter section, 500 feet; thence East, parallel with the North line of said quarter section 365 feet; thence North, parallel with the East line of said quarter section 500 feet to the point of beginning, containing 4.19 acres, more or less.



## **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** (“Agreement”) is made effective as of the date executed below, between the City of Winfield, Kansas, a municipal corporation, (“Grantor”), with an address of 200 E. 9<sup>th</sup> Ave., Winfield, Kansas and The Kansas Power Pool (“KPP”), a Municipal Energy Agency (“Grantee”), with an address of 100 N. Broadway, Suite L110, Wichita, Kansas 67202.

**WHEREAS**, Grantor is the owner of, and is contemporaneously herewith granting Grantee a permanent easement upon, certain property, more particularly described by metes and bounds description on Exhibit A attached hereto and made a part hereof (“Permanent Easement Area”) and depicted and marked on Exhibit C attached hereto as “Permanent Easement”, for constructing, installing, furnishing, equipping, repairing, replacing, maintaining, and operating an electrical power generating plant thereon, including all supporting structures, devices, illumination facilities, parking, control room and office facilities, utilities, transmission lines, and connections and other appurtenances thereon, and all other related uses (the “Project”); and

**WHEREAS**, Grantee has requested from Grantor and Grantor is desirous of granting to Grantee, a temporary easement on certain of Grantor’s property more particularly described by metes and bounds description on Exhibit B attached hereto and made a part hereof (“Construction Easement Area”) and depicted and marked on Exhibit C attached hereto as “Construction Easement” for Grantee’s construction activities related to the Project.

**NOW THEREFORE**, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee a temporary easement within the Construction Easement Area, subject to the following terms and conditions to which the parties hereto do hereby agree:

1. Easement and Use of Construction Easement Area. Subject to the terms of this Agreement, Grantor hereby grants to Grantee a temporary, non-exclusive easement within the Construction Easement Area for the purpose of accessing the Permanent Easement Area and constructing, installing, furnishing, and equipping the Project on the Permanent Easement Area and all other related construction activities.

Upon recording, return to:

TRIPLETT WOOLF GARRETSON, LLC  
Attn: J.T. Klaus  
2959 N. Rock Road, Suite 300  
Wichita, Kansas 67226  
Telephone: (316) 630-8100

2. Unimpeded Access. Grantor covenants and agrees that no barricade or other divider (other than to which Grantee has access) will be constructed on the Construction Easement Area, and that nothing will be done to prohibit or discourage the free and uninterrupted flow of pedestrian and/or vehicular traffic and construction activities over and across the Construction Easement Area to the Permanent Easement Area.

3. Remedies. In the event that any party hereto or the owner of any portion of the Construction Easement Area or any beneficiary of this Agreement shall default in any of its obligations, breach any covenants or otherwise fail to perform as required in accordance with the terms of this instrument, the non-defaulting or non-breaching party shall be entitled to such remedies as may be available at law or in equity, including, but not limited to, the right to injunctive relief.

4. Covenants Running With the Land. The easements and rights granted herein shall be covenants running with the land and shall be binding upon Grantor, its successors, assigns and future owners of the Construction Easement Area, and shall benefit Grantee and the officers, employees, agents, representatives, invitees, tenants, and licensees of the Grantee, and Grantee's successors and assigns.

5. Expiration. This Agreement and the easement granted herein shall expire one year after the Project is placed in service.

6. Headings. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

7. Entire Agreement. This document contains the entire agreement between Grantor and Grantee, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the matters contemplated by this document.

8. Counterparts. This document may be executed in one or more counterparts, all parties need not be signatories to the same documents, and all counterpart signed documents shall be deemed to be an original and one (1) instrument.

9. Governing Law. This instrument and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Kansas.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Grantor hereto has executed this instrument the  
\_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF WINFIELD, KANSAS

[seal]

\_\_\_\_\_  
Phillip R. Jarvis, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Peters, City Clerk

**ACKNOWLEDGEMENT**

STATE OF KANSAS            )  
  )        ss:  
COUNTY OF COWLEY        )

BE IT REMEMBERED that on this \_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a notary public in and for the County and State aforesaid, came Phillip R. Jarvis and Brenda Peters, Mayor and City Clerk, respectively, of the City of Winfield, Kansas, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged execution of the same.

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

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_

This easement, and each and every right and privilege granted to the Grantee herein, is hereby accepted by the Governing Body of The Kansas Power Pool (“KPP”), a Municipal Energy Agency, without any duty or obligation of the KPP with respect thereto, whether such duty be by implication or otherwise, this \_\_\_\_ day of \_\_\_\_\_, 2020.

THE KANSAS POWER POOL (“KPP”),  
a Municipal Energy Agency

[seal]

By \_\_\_\_\_  
Gus Collins, President

ATTEST:

By \_\_\_\_\_  
Jason Newberry, Secretary/Treasurer

“GRANTEE”

ACKNOWLEDGEMENT

STATE OF KANSAS            )  
  )  
  )        ss:  
COUNTY OF SEDGWICK    )

The foregoing instrument was acknowledged before me, a Notary Public in and for the County and State aforesaid, on this \_\_\_\_ day of \_\_\_\_\_, 2020, by Gus Collins and Jason Newberry, the duly authorized Board President and Board Secretary, respectively, of The Kansas Power Pool (“KPP”), a Municipal Energy Agency, on behalf of said KPP.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

\_\_\_\_\_  
NOTARY PUBLIC

My Appointment Expires:

\_\_\_\_\_

## **EXHIBIT A**

### **Legal Description of Permanent Easement Area**

A tract in the Southwest Quarter of Section 26, Township 32 South, Range 4 East of the 6<sup>th</sup> P.M., Cowley County, Kansas commencing at the Northeast corner of the Southwest Quarter of Section 26, Township 32 South, Range 4 East of the 6<sup>th</sup> P.M., Cowley County, Kansas; thence South along the East line of said quarter section 460 feet; thence West, parallel with the North line of said quarter section 435 feet to the actual point of beginning; thence West, parallel with the North line of said quarter section 365 feet; thence South, parallel to the East line of said quarter section, 500 feet; thence East, parallel with the North line of said quarter section 365 feet; thence North, parallel with the East line of said quarter section 500 feet to the point of beginning, containing 4.19 acres, more or less.

## **EXHIBIT B**

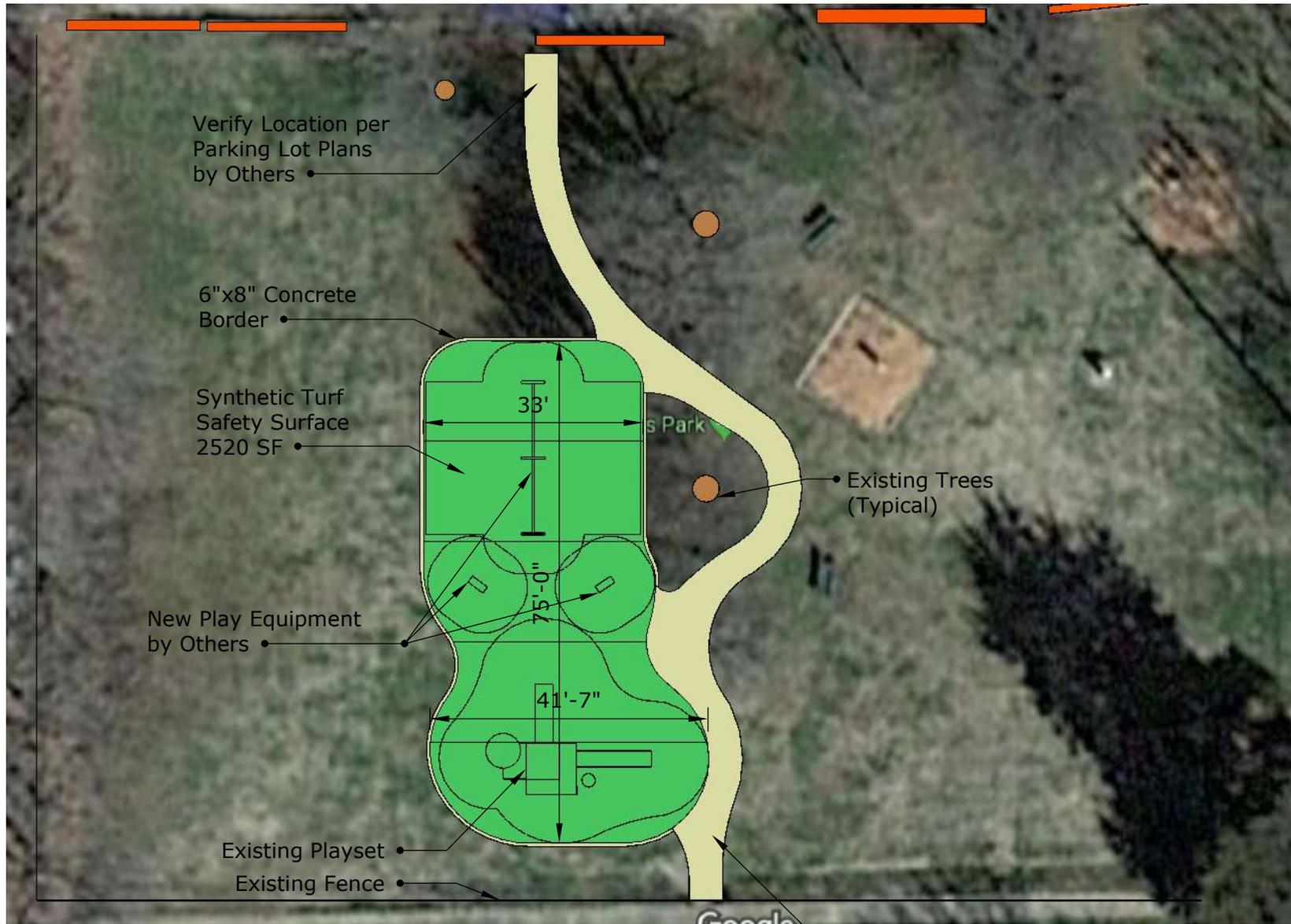
### **Legal Description of Construction Easement Area**

A tract in the Southwest Quarter of Section 26, Township 32 South, Range 4 East of the 6<sup>th</sup> P.M., Cowley County, Kansas commencing at the Northeast corner of the Southwest Quarter of Section 26, Township 32 South, Range 4 East of the 6<sup>th</sup> P.M., Cowley County, Kansas; thence South along the East line of said quarter section 460 feet to the actual point of beginning; thence West, parallel with the North line of said quarter section 435 feet; thence North, parallel to the East line of said quarter section, 420 feet to the South right-of-way line of 12<sup>th</sup> Avenue; thence West along the South right-of-way line of 12<sup>th</sup> Avenue, 35 feet; thence South, parallel to the East line of said quarter section, 420 feet; thence West, parallel to the North line of said quarter section, 480 feet; thence South, parallel to the East line of said quarter section 300 feet; thence East, parallel to the North line of said quarter section 150 feet; thence South, parallel to the East line of said quarter section, 450 feet; thence East, parallel to the North line of said quarter section 365 feet; thence North, parallel to the East line of said quarter section, 450 feet; thence East, parallel to the North line of said quarter section 435 feet; thence North, parallel to the East line of said quarter section 300 feet to the point of beginning.

# Exhibit C

## Depiction of Construction Easement Area





# Lions Club Park Playground

13th and Bliss, Winfield, Kansas  
 Contact- Tim Nihart 620-218-2922

## Layout Plan

Drawn By: Lee Engler 12/19/19



316.259.8974

# Versasport of Kansas Inc.

6801 North Meridian Avenue  
Wichita, KS 67204  
Ph: 316.259.8974  
lee@versasportks.com  
www.versasportks.com



## ESTIMATE

### INVOICE TO

Tim Nihart  
City of Winfield  
200 E 9th Avenue, Winfield, KS  
67156  
Winfield, KS 67156

ESTIMATE NO. 10199  
DATE 12/20/2019  
EXPIRATION DATE 06/20/2020

### P.O. Number

Winfield Lions Playground

### Sales Rep

Lee Engler

| NO. | ACTIVITY   | QTY | RATE      | AMOUNT    |
|-----|--|-----|-----------|-----------|
| 1   | 6" x 8" concrete border for play area 162 LF<br>Includes 4" excavation, one drainage pipe sleeve,<br>spread soil at outside edge flush with concrete.              | 1   | 2,842.00  | 2,842.00  |
| 2   | 4" concrete sidewalk. Wire mesh reinforced. 840<br>SF<br>Includes 2" excavation, spread soil at outside<br>edge to flush with concrete or stock pile for<br>Owner. | 1   | 6,036.00  | 6,036.00  |
| 3   | XGrass Safety Surfacing for up to 8' CFH. 2520<br>SF<br>Includes perimeter nailer, 2" foam pad, synthetic<br>turf and Envirofill infill.                           | 1   | 32,665.00 | 32,665.00 |
| 4   | 4" Gravel base. Includes 4" excavation, stock<br>pile soil for Owner, geotextile soil separator, 4"<br>gravel base, perimeter drainage pipe to pop up<br>outlet.   | 1   | 14,003.00 | 14,003.00 |
| 5   | 10% Complementary Discount on Safety Surface<br>and Base   | 1   | -4,666.80 | -4,666.80 |

Existing play area railroad tie edge material removed by others.  
Existing light pole to be removed by Others.

Site Secured by Others

Installation is to be coordinated with the installation of playground  
equipment. Equipment installed by Others.

If existing safety surface material is to be salvaged - to be done by  
Others.

Reseeding by Others.

Project Exemption Certificate to be provided at notice to proceed.

Permits , if required, to be responsibility of Owner.

SUBTOTAL

TAX

**TOTAL**

**\$50,879.20**

Accepted By

Accepted Date