

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, March 02, 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 MEETINGTuesday, February 18, 2020

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 2009 – A Resolution – Authorizing and directing the City Manager of the City of Winfield, Kansas, to execute a facility lease agreement between the City of Winfield, Kansas, and Broken Spoke Clydesdales, regarding the operation of a horse barn facility located at the Winfield Fairgrounds.

Bill No. 2010 – A Resolution – Authorizing the Mayor and the City Clerk of the City of Winfield, Kansas to execute an agreement between Board of County Commissioners of Cowley County, Kansas and the City of Winfield for the sale of real estate.

Bill No. 2011 – A Resolution – Authorizing and providing for improvements included in the Multi-Year Capital Improvement Plan for the City of Winfield, Kansas; and providing for the payment of the costs thereof.

Bill No. 2012 – A Resolution – Amending the Personnel Policies and Regulations for the City of Winfield, Kansas.

Bill No. 2013 – A Resolution – Authorizing and directing the City Manager and Clerk of the City of Winfield, Kansas, to enter into an agreement with Lawrence Crushed Stone for the demolition and removal of the structure, a House on a tract of land legally described as Lot Seven (7), Block 98, Mansfield Addition, to Winfield, Kansas. Commonly known as 1801 Manning St. Recorded in Deed Record No. 190, in the Office of the Register of Deeds of Cowley County, Kansas.

Bill No. 2014 – A Resolution – Authorizing and directing the City Manager and Clerk of the City of Winfield, Kansas, to enter into an agreement with Lawrence Crushed Stone for the demolition and removal of the structure, a House on a tract of land legally described as; North 50 feet of Lot 7, and the North 50 feet of the West 30 feet of Lot 8 Block 229, Fuller’s Addition, to Winfield, Kansas. Commonly known as 916 Bliss St. Recorded in Book 310 page 387, in the Office of the Register of Deeds of Cowley County, Kansas, in the Office of the Register of Deeds of Cowley County, Kansas.

Bill No. 2015 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute Amended and Restates Firm (Rate Schedule FT) Transportation Service Agreement TSA NO.: between the City (“Shipper”) and the Enable Gas Transmission, LLC, a Delaware limited liability company (“Transporter”), covering the transportation of natural gas by Transporter on behalf of Shipper.

OTHER BUSINESS

-Consider Board Appointment to the Board of Zoning Appeals
-Volunteer Dinner is scheduled for April 16, 2020.

ADJOURNMENT

-Next Commission Work Session 4:00 p.m. Thursday March 12, 2020
-Next regular meeting 5:30 p.m. Monday, March 16, 2020

CITY COMMISSION MEETING MINUTES
February 18, 2020

The Board of City Commissioners met in regular session, Tuesday, February 18, 2020 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Phillip R. Jarvis presiding. Commissioner Gregory N. Thompson and Commissioner 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 Gary Mangus, Assistant to the City Manager; and Patrick Steward, Director of Public Improvements.

City Clerk Peters called roll.

Commissioner Thompson moved that the minutes of the January 30, 2020 meeting be approved. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

BUSINESS FROM THE FLOOR

City Employee Dale South was present to address the Commission regarding the fact that he did not receive his W-2 in a timely manner.

NEW BUSINESS

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. (9th & Platter) Director of Public Improvements Steward explains that KDOT would like to upgrade the railroad crossing at 9th Ave and Platter, including new planks and adding crossarms. The City's participation would be to continue to maintain pavement markings and early warning signs. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 2007 was adopted and numbered Resolution No. 0720.

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 6th P.M., Winfield, Cowley County, Kansas. City Manager Wall explains that this Resolution authorizes a permanent and temporary construction easement between the City of Winfield and The Kansas Power Pool for future construction of a power plant. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 2008 was adopted and numbered Resolution No. 0820.

OTHER BUSINESS

-Consider estimate from VersaSport of Kansas for improvements to Lion's Club Playground. City Manager Wall explains that this agreement sets forth the installation of turf surfacing for the playground equipment and installation of sidewalk and curb around the turf installation. Commissioner Thompson moved to approve the estimate from VersaSport of Kansas for improvements to Lion's Club Park. Motion was seconded by Commissioner Hutto. With all Commissioners voting aye, motion carried. For the record, the contract amount is \$50,879.20.

ADJOURNMENT

Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, the meeting adjourned at 5:41 p.m.

Signed and sealed this 19th day of February 2020.

Signed and approved this 2nd day of March 2020.

Brenda Peters, City Clerk

Phillip R. Jarvis, Mayor



Request for Commission Action

Date: February 19, 2020

Requestor: Gary Mangus, Assistant to the City Manager

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

Action Requested: Consider a Resolution authorizing a facility lease agreement between the City and Broken Spoke Clydesdales, regarding the operation of the horse barn located at the Winfield Fairgrounds.

Analysis: The City was advised, in December 2019, that the Winfield Saddle Club (WSC) had elected to cancel its long-term agreement to maintain, equip and operate the horse barn facility at the Winfield Fairgrounds. That agreement called out a 120-day written notice by either party of its intent to cancel. WSC gave 120 days' notice unless the City was agreeable to an earlier date. Mark Decoudres, Broken Spoke Clydesdales (BSC) owner, expressed interest in operating the facility. He has stabled several of his own animals at the horse barn and served as Manager of the facility for WSC. He has agreed to the attached Facility Lease Agreement, effective March 1, 2020.

Fiscal Impact: The agreement term is March 1, 2020 through December 31, 2021, with an option for review and annual renewal, including rental fee. Rental fee will be \$350.00 per month. BSC will be responsible Statutory signage, licenses, and permits to operate a horse barn facility, as well as, Statutory general and fire damage liability, and workmen's compensation insurance.

Attachments: Proposed Resolution, Facility Lease Agreement, and WSC notice of termination letter

FACILITY LEASE AGREEMENT

THIS AGREEMENT made and entered into this 13th day of February 2020, by and between the City of Winfield, Kansas, hereinafter referred to as "CITY", and Broke Spoke Clydesdales, hereinafter referred to as "BSC".

WHEREAS, CITY is owner of a horse barn facility located at the Winfield Fairgrounds; and,

WHEREAS, the parties desire to execute a lease agreement for said horse barn facility.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and payments set forth herein, the parties agree as follows:

1. CITY hereby lets and leases to BSC the exclusive right and privilege to maintain, equip, and operate the horse barn facility and an exercise area located on Winfield Fairgrounds property in Cowley County, Kansas for its use on the terms and conditions set forth herein. The attached exhibit map identifies that area (approximately 200' x 200') which is covered by this agreement.
2. BSC shall provide and market, at their discretion, services encompassing the boarding of horses within the identified area.
3. BSC shall coordinate with other Fairgrounds Special Event Agreement holders and other Fairground activity sponsors to assure the compatibility of current and future Fairgrounds users. If users cannot mutually agree on the compatibility of uses at the Fairgrounds, CITY will arbitrate, and CITY decision shall be final.
4. Unless sooner terminated pursuant to the provisions hereinafter set forth, the term of this agreement shall commence on March 1, 2020 and end on December 31, 2021. This agreement may be canceled by mutual agreement or by either party upon 120 days written notice to the other party.
5. BSC shall have the option to renew this lease for additional annual periods if the parties can agree to terms. BSC shall notify CITY on or before October 1, 2021, and October 1 of each year thereafter of its desire to exercise said option. After said notification, CITY and BSC will review all the terms and conditions of this lease, including, but not limited to the amount of rent. Both parties may amend the terms and conditions of the lease at any time by the execution of a written addendum.
6. CITY will require no deposit fees from BSC for the lease of said facility. Rental fees will be \$350.00 per month, due the first day of each month. CITY will pay for all utilities necessary for the operation of facility.
7. CITY shall provide for the exterior maintenance of the building, including repair and maintenance of the roof, exterior walls, doors and windows, and general exterior maintenance. BSC shall not make any alterations to the structural portion of the facility or make any major alterations to the interior of the building without the written consent of CITY. BSC agrees that they are responsible for care, cleaning and routine maintenance of the leased space.
8. BSC shall be responsible for the repair, maintenance, or replacement of all equipment and goods purchased and used by them on the premises. BSC shall furnish other items that might be necessary for the operation of the horse barn. Said items that are permanently installed within the building or on the grounds will remain with CITY at the termination of this agreement. Said items which are temporary in nature will remain with BSC.
9. BSC agrees to maintain the horse barn, equipment, appurtenances, parking lots, and the surrounding areas in sanitary condition, satisfactory always to CITY. Trailers, equipment, or

other apparatus not a part of the operation of said horse barn facility or BSC rental agreement will not be stored, parked, or left in area described in this agreement. CITY will mow the larger open areas adjacent to the horse barn building. BSC shall mow, trim and maintain the area described in this agreement.

10. CITY shall have the rights of ingress and egress over, on and through the premises, buildings, improvements and appurtenances that are the subject of this agreement for the purpose of ensuring that the terms of this agreement are being met. Upon discovery of any condition that presents an imminent and dangerous threat to the health and safety of the public, CITY will contact BSC and may require that all or any part of the horse barn premises be closed to the public until such condition is corrected and the danger to the public eliminated. The determination of CITY regarding the existence of any danger to the public, and the need for emergency closure of the horse barn premises shall be final and conclusive. BSC shall have no claim for damages, loss of profits, expenses or any other claim whatsoever against CITY, its officers, agents, or employees on account of any action taken pursuant to this paragraph.
11. The City of Winfield assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Every effort will be made to ensure nondiscrimination in all City programs and activities, whether those programs and activities are federally funded or not.
12. BSC shall not lease or sublet any portion of the horse barn facilities nor assign this lease agreement without written consent of CITY. It is the purpose of this agreement to grant said concession solely to the BSC and neither directly nor indirectly to any other person.
13. BSC shall procure at its own cost and expense all signage (per K.S.A. 60-4004), licenses and permits necessary for carrying out the operation of the horse barn facility.
14. BSC agrees to hold CITY harmless and indemnify them should CITY become involved in litigation because of such claim, as owner of the premises, caused by an act, failure to act, or other negligence of BSC, its officers, employees, agents, subcontractor, lessees, or licensees, arising out of the use of the designated facility.
15. CITY waives any and all rights of recovery against BSC, or against the officers, employees, agents and representatives of BSC, for property damage caused by the acts of BSC or of others under its control for such loss or damage to the building. In addition, BSC waives any and all rights of recovery against CITY, or against the officers, employees, agents and representatives of CITY, for property damage caused by the acts of CITY or of others under its control for such loss or damage. Both parties also agree to formally notify their respective insurers of this agreement. It is BSC's responsibility to insure their own property and improvements to CITY's building.
16. CITY shall provide fire and extended coverage benefits for the building and any contents owned by CITY and commercial general liability for CITY. Chapter 60, Article 40 of the Kansas Statutes details requirements regarding assumption of risk of domestic animal activity. BSC agrees to obtain and maintain, during the term of this agreement and any extension thereof, commercial general liability insurance with limits not less than \$500,000.00 each occurrence bodily injury or property damage, extended to and including (if applicable) spectators, carnivals, mechanical devices, and animals, \$500,000 personal and/or advertising injury limit, \$500,000 products completed operations aggregate and \$500,000 general aggregate, \$50,000 Fire Damage Legal Liability, and statutory worker's compensation insurance. CITY shall be named as an additional insured on BSC general liability policy. BSC shall keep on file with CITY a certificate of insurance that shows compliance with its obligations as set forth herein. BSC agrees to obtain insurance coverage for contents associated with its operation in the facility. All policies of insurance shall

provide for at least thirty (30) days prior written notice of cancellation or any changes of insurers to CITY.

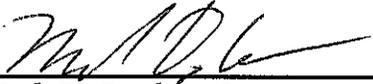
17. BSC and its agents and employees shall, always, operate the horse barn in a courteous, respectful, and businesslike manner.
18. BSC shall be responsible for the collection and disposal of trash, animal waste and stall bedding at the horse barn facility. BSC agrees to provide a container/trailer necessary for the removal of animal waste and stall bedding materials. BSC shall remove said materials from described area and coordinate and schedule said removal with CITY.
19. If BSC violates any of the covenants and provisions of this lease, CITY shall at its option, declare the lease at an end and BSC shall forthwith deliver possession of the premises to CITY.
20. BSC agrees to observe and comply with all laws, regulations, rules, orders, and ordinances pertaining to its possession, use and occupancy of the leased premises as now existing or hereinafter promulgated by Federal, State, or local authorities asserting requisite jurisdiction and to pay all costs, expenses, fines, penalties, and claims arising out of its non-compliance therewith.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

THE CITY OF WINFIELD, KANSAS

BROKEN SPOKE CLYDESDALES

Taggart Wall, City Manager



Mark DeCoudres, Owner
620-229-4066
502 Menor St
Winfield KS 67156



Broken Spoke
Clydesdales
March 2020



**WINFIELD SADDLE CLUB
WINFIELD, KANSAS
Organized October, 1941**

December 16, 2019

Taggart Wall
City Manager
200 E. 9 Ave
Winfield, Ks 67156

Dear Mr. Wall:

By a Facility Lease Agreement executed March 30, 2000, the City of Winfield agreed to lease to the Winfield Saddle Club (WSC) the right to maintain, equip and operate the horse barn facility, known as the A.B. Johnson-N.T. Bradbury Stable, located on the property of the Winfield Fairgrounds, Cowley County, Ks. That lease has been renewed on a yearly basis since that time and remains in effect as of this date. Paragraph four (4) of that lease agreement provides that the lease may be cancelled by either party upon 120 days written notice to the other party. Due to various conditions that have since arisen, the WSC hereby advises the City of Winfield that pursuant to that provision it elects to cancel its lease for the operation of the horse barn effective 120 days from the date of this notice unless the City is agreeable to an earlier date such as December 31, 2019, or as soon as reasonable thereafter.

Should the City of Winfield make other arrangements for the operation of the horse barn prior to the termination period of the current lease, the WSC agrees to assist the new management in affecting a smooth transition in the operation of the Barn. The WSC has enjoyed its relationship with the City in this venture and hopes for the continued successful operation of the horse barn and the service it provides to the Winfield area.

Sincerely,



Judy Learned, President
Winfield Saddle Club

cc: Mark DeCoudres

cc: Robyn Nelson, Secretary
25061 206th Road
Dexter, Ks 67038

A RESOLUTION

AUTHORIZING and directing the City Manager of the City of Winfield, Kansas, to execute a facility lease agreement between the City of Winfield, Kansas, and Broken Spoke Clydesdales, regarding the operation of a horse barn facility located at the Winfield Fairgrounds.

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

Section 1. The City Manager of the City of Winfield, Kansas, is hereby authorized and directed to execute a facility lease agreement between the City of Winfield and Broken Spoke Clydesdales, regarding the horse barn facility located at the Winfield Fairgrounds; a copy of which is attached hereto and made a part hereof.

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

ADOPTED this 2nd day of March 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

A RESOLUTION

AUTHORIZING the Mayor and the City Clerk of the City of Winfield, Kansas to execute an agreement between Board of County Commissioners of Cowley County, Kansas and the City of Winfield for the sale of real estate.

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 an agreement, attached hereto and made a part hereof as if fully set forth herein, between the City of Winfield, Kansas and Board of County Commissioners of Cowley County, Kansas for the cash sale of property more specifically described as:

The North Half of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 8, Township 33 South, Range 4 East of the 6th P.M., except tract deeded to the State of Kansas for limited access highway purposes by deed recorded in Deed Book 265, Page 331 in the office of the Register of Deeds, Cowley County, Kansas.

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

ADOPTED this 2nd day of March 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

AGREEMENT FOR THE CASH SALE OF REAL ESTATE

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between Board of County Commissioners of Cowley County, Kansas, hereinafter referred to as “County”, and The City of Winfield, Kansas, a municipal corporation, hereinafter referred to as “City”.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties do hereby agree to and with each other as follows:

1. City hereby agrees to purchase for cash said real estate described as follows:

The North Half of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 8, Township 33 South, Range 4 East of the 6th P.M., except tract deeded to the State of Kansas for limited access highway purposes by deed recorded in Deed Book 265, Page 331 in the office of the Register of Deeds, Cowley County, Kansas.

2. The City agrees to purchase, and the County agrees to accept as consideration for the above described real estate, the sum of Two Hundred Fifty-Five Thousand Dollars (\$255,000.00)

3. County will provide to the City a duly executed warranty deed for the property described herein and upon receipt of said deed by the City and receipt of payment by the County, the City shall take possession of the subject property.

4. City accepts the herein described property “as is”.

5. The County agrees to furnish to the City title insurance to the above described property, certified to date, showing merchantable title vested in the County, subject to any easements or other restrictions of record. The costs of title insurance shall be paid equally by the parties.

6. Closing shall occur after issuance of the title insurance policy and within thirty (30) days from the date hereof, unless otherwise agreed to in writing.

7. The closing agent shall be Security 1st Title, Winfield, Kansas, and the parties will share equally in any closing costs. The fees for preparation of this agreement and the warranty deed shall be shared equally by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

THE CITY OF WINFIELD, KANSAS

Mayor

SELLER

ATTEST:

Brenda Peters, City Clerk

BOARD OF COUNTY COMMISSIONERS
COWLEY COUNTY, KANSAS

By _____
Chairman

RESOLUTION NO. 1120

A RESOLUTION AUTHORIZING AND PROVIDING FOR IMPROVEMENTS INCLUDED IN THE MULTI-YEAR CAPITAL IMPROVEMENT PLAN FOR THE CITY OF WINFIELD, KANSAS; AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.

WHEREAS, K.S.A. 14-570 *et seq.*, as amended by Charter Ordinance No. 39 (the “Act”) provides that the City Engineer of the City of Winfield, Kansas (the “City”), may file with the governing body of the City (the “Governing Body”) a master capital improvements plan (the “Plan”) for the physical development of the City within the boundaries of the City, including the acquisition of land necessary therefore, the acquisition of equipment, vehicles or other personal property to be used in relation thereto, and may provide for assumption and payment of benefit district indebtedness heretofore created for public improvements, and which Plan may require a number of years to execute; and

WHEREAS, upon approval of the Plan by the Governing Body, the City is authorized to issue its general obligation bonds in an amount sufficient to carry out such Plan and associated costs; and

WHEREAS, the City Engineer has filed such a Plan, as may be amended, with the Governing Body, a copy of which is attached as *Exhibit A*; and

WHEREAS, the Governing Body desires to ratify and approve the Plan and to authorize the issuance of general obligation bonds to finance all or a portion of such Plan.

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

Section 1. Plan Approval. The Governing Body hereby ratifies and approves the Plan, a copy of which is attached as *Exhibit A*.

Section 2. Bond Authorization. The Governing Body hereby authorizes the issuance of general obligation bonds of the City (the “Bonds”) for the following described projects included in the Plan (the “Improvements”):

<u>Description</u>	<u>Estimated Cost</u>
Land Purchase	\$255,000

The costs of the Improvements, interest on interim financing and associated financing costs shall be payable from the proceeds of the Bonds issued under authority of the Act

Section 3. Reimbursement. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 4. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

ADOPTED AND APPROVED by the governing body of the City of Winfield, Kansas, on March 2, 2020.

(Seal)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on March 2, 2020, as the same appears of record in my office.

DATED: March 2, 2020.

Clerk

EXHIBIT A

**CITY OF WINFIELD, KANSAS
MULTIYEAR CAPITAL IMPROVEMENTS PLAN**

<u>Project</u>	<u>Funds Needed</u>	<u>Year Funds Needed</u>	<u>Project Description</u>
Ambulance Purchase	\$ 100,000	2016	Ambulance – Winfield EMS
Baden Community Center Improvements	100,000	2016	Public Building Improvements
Technology Upgrades	100,000	2016	Digital Storage Capacity Improvements
Public Safety Facility Study	100,000	2016	Comprehensive Study for Public Safety Facility Operational Needs
2016 KLINK	125,000	2017	Street improvements and related appurtenances
12th Avenue KDOT Project	800,000	2017	Street improvements and related appurtenances
Fire Truck	750,000	2018	Fire Truck Acquisition
14th Avenue Bridge	1,678,000	2017	Bridge improvements
2017 KLINK	315,000	2017	Street improvements and related appurtenances
Public Safety Facility	7,500,000	2017 - 2019	Construction of Public Safety Facility
Acquisition of Wastewater Treatment Plant Improvements	804,434	2017 – 2018	Purchase wastewater treatment plant improvements originally financed by a 2012 lease purchase agreement
Water Department SCADA System	275,000	2018	SCADA System upgrades
Water Treatment Plant Lagoon System	250,000	2018	Construction of Lagoon
Street Department Street Sweeper	240,000	2018	Street Sweeper Acquisition
Public Safety Building – Phase 1	4,825,000	2019	Public Safety Building – Phase 1 Construction
Refuse Truck	225,000	2019	Refuse Truck Acquisition
Land Purchase	255,000	2020	U.S.77 and Country Club Rd. Land Purchase 87.2 acres

A RESOLUTION

AMENDING the Personnel Policies and Regulations for the City of Winfield, Kansas.

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

Section 1. The Personnel Policies and Regulations first adopted on April 2, 2018, setting forth the principles and procedures relating to Personnel of the City of Winfield, Kansas are hereby amended by adding Section VII. Federal Motor Carrier Safety Administration (FMCSA) Clearinghouse to Chapter 13: Drug and Alcohol-Free Workplace; copies of which are attached hereto and made a part hereof.

Section 2. This Resolution shall be in full force and effect from and after adoption.

ADOPTED this 2nd day of March 2020.

(SEAL)

Phillip R. Jarvis, Mayor

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager



Request for Commission Action

Date: February 24, 2020

Requestor: John Adams, Environmental Inspector

Action Requested: Seeking approval of two Authorizing Resolutions entering into agreements with a contractor for the demolition and the removal of two structures. One located at 916 Bliss Street and one at 1801 Manning Street.

Analysis: Lawrence Crushed Stone submitted lowest quote of \$9250.00 for 916 Bliss Street
Lawrence Crushed Stone submitted lowest quote of \$5950.00 for 1801 Manning St.

Fiscal Impact: 1801 Manning property taxes have not been paid since 2018, 916 Bliss property taxes have not been paid since 2015. The assumption can be made that the city will not receive payment for either demolition totaling \$15,200.

Attachments: Quote Tabulation Sheet

Authorizing Resolution 916 Bliss St.
Quote for Demolition of Structure
Contract and Agreement for Demolition Work

Authorizing Resolution 1801 Manning St.
Quote for Demolition of Structure
Contract and Agreement for Demolition Work



Request for Commission Action

PERSONS PRESENT AT BID OPENING

Name	Company Name
Brenda Peters	City
Sean Adams	City

TABULATION SHEET BID OPENING

Time Date 12:00 p.m.
Feb 19, 2020

Item Bid	Demolitions
Department	Public Improvements

Bidder (Name and Address)	Item Bid	Item Bid	Item Bid	Item Bid
Lawrence Crushed Stone	1801 Manning	916 Bliss		
	5,950	9,250		
D&T Hauling & Excavating	8,890	11,251		
Wells Built, LLC	$\frac{7,420}{6,860}$	9,480		
Dennett	7,125	9,500		
G&G Dozer	9,900	10,800		

Bid Awarded to: Lawrence Crushed Stone Delivery Date: _____



Request for Commission Action

8. The Contractor shall identify the names and addresses of any sub-contractor(s) which it plans to use, provided no sub-contractor shall be employed by the Contractor unless the City has given written approval prior to the issuance of a contract for the demolition work.
9. Labor and equipment incorporated into this project are exempt from the payment of sales tax under the laws of the State of Kansas and such sales tax shall not be included in the proposal. The Owner will furnish an exemption certificate number to the Contractor. At the conclusion of the project, the Contractor shall furnish the Owner copies of all invoices identified with the aforementioned exemption number covering all labor and equipment incorporated into the project.
10. If Contractor declines to bid on any property, write decline in the dollar amount space below.

QUOTE DEMOLITION OF STRUCTURE

916 Bliss St.

\$ 9,250.00

Total Quote \$ 9,250.00

Total Quote (in words) \$ Nine thousand two hundred + fifty dollars + ^{no}/₁₀₀

Contractor: LAWRENCE CRUSTED STONE

Address: 15951 61st Lane, Winfield

Phone No.: 620 - 222-4022

Note:

Bids will be considered by the City Commission on March 2nd, 2020 during the regular Winfield City Commission Meeting.



Request for Commission Action

CONTRACT AND AGREEMENT FOR DEMOLITION WORK

THIS AGREEMENT, entered into this 2nd day of March, 2020 by and between

Lawrence Crushed Stone,

hereinafter called the "CONTRACTOR" and the City of Winfield, Kansas, hereinafter called the "CITY" for the demolition, removal and disposal of a structure, a house, located 916 Bliss St. in Winfield, Cowley County, Kansas

WITNESSETH, that the CONTRACTOR and the CITY, in consideration of the mutual promises and agreements contained herein do hereby agree as follows:

SECTION 1. Work to be Performed:

A. **Statement of Work.** The CONTRACTOR shall furnish all supervision, labor, materials, technical personnel, machinery, tools, equipment, fixtures and services, including transportation, and perform and complete all work specified for demolition in the **WORK DESCRIPTION, BID PROPOSAL** and other Contract Documents attached to and made a part hereof, relative to the property listed on the **WORK DESCRIPTION** located in the City of Winfield, Kansas, all in strict accordance with the Contract Documents for demolition prepared in connection herewith.

B. **Coordination of Work.** The CONTRACTOR shall be responsible for the proper execution of all work and for the coordination of the operation of all trades, sub-contractors, and suppliers engaged under this Agreement.

C. **Inspection of Work.** Authorized representatives of the CITY shall have the right to examine and inspect all work included in this agreement and shall inform the CONTRACTOR of any non-compliance with these provisions. Contractors shall notify the Engineering Department at least 24 hours prior to beginning any backfill operations.

SECTION 2. Amount and Terms of Compensation.

The CITY will pay the CONTRACTOR for performance in full of this Agreement, the total sum of **\$9,250.00, Nine Thousand Two Hundred Fifty Dollars**, payable in one payment upon satisfactory completion of all work and upon final inspection by the CITY. The CITY shall be the sole judge of the satisfactory completion of all work.

SECTION 3. Time of Performance.

Upon execution of the Agreement, the CONTRACTOR is required to commence performance immediately following written Notice to Proceed and to diligently and continuously work on the project until all required work is fully and satisfactorily completed. All such work shall be



Request for Commission Action

completed within **fourteen (14) days** after the "Notice to Proceed" is issued, with time being of the essence. If the **CONTRACTOR** fails to commence or complete all required work within said time period, the **CITY**, in addition to any other rights in law or equity, may elect to terminate this Agreement by notifying the **CONTRACTOR** in writing of its intention to do so. In the event that it is necessary for the **CITY** to complete the work with some other **CONTRACTOR** or with its own employees, the **CONTRACTOR** agrees to pay the **CITY** any additional expense as liquidated damages and not as a penalty.

The **CONTRACTOR**, however, shall not be liable for any delays in completion of the work required to be performed under this Agreement if such delay is caused by the actions of federal or state governments; any unreasonable act of the **CITY**; causes not reasonably foreseeable by the parties to this Agreement at the time of its execution which are beyond the control and without fault or negligence of the **CONTRACTOR**. Upon evidence of such excusable delay, the **CONTRACTOR** shall notify the **CITY** in writing, of the excusable delay. If the facts show the delay to be excusable under the terms of this Agreement and within the sole discretion and judgment of the **CITY**, the **CITY** shall extend the time for completion commensurate with the period of excusable delay. In the event the **CITY**, in its sole judgment, finds that the delay is not excusable, the **CONTRACTOR** shall pay to the **CITY** sum of \$200.00 per day as liquidated damages and not as a penalty for each day of unexcusable delay beyond the contract completion date.

SECTION 4. Contractor's Insurance and Bonds

The **CONTRACTOR** agrees to obtain, pay for and maintain the following minimum insurance during the performance of this agreement, with certificates of insurance to be filed with **CITY** prior to work commencing. Insurance shall stipulate coverage for demolition work. Any subcontractors utilized are required to maintain the minimum amounts outlined herein or be covered under the **CONTRACTOR'S** policies.

A. Workers' Compensation Insurance for all employees and employees of subcontractors engaged in work on the premises, in accordance with Kansas Workers' Compensation Laws. Workers' Compensation insurance is to be maintained by the **CONTRACTOR** to protect against all claims applicable under state laws. The policy limits shall not be less than "statutory" for Coverage A, with Employers Liability limits of \$100,000 Bodily Injury by Accident, each accident; \$500,000 Bodily Injury by Disease, policy limit; and \$100,000 Bodily Injury by Disease, each employee.

B. Commercial General Liability Insurance shall have limits of not less than \$500,000 each occurrence, bodily injury and property damage; \$500,000 personal injury; \$500,000 general aggregate and \$500,000 products/completed operations aggregate. **CITY** shall be named as an additional insured on the policy.

C. Property Damage Insurance in an amount not less than \$100,000.00 to protect the **CONTRACTOR**, his subcontractors, the general public and the **CITY** as their interests may appear from claims and judgments for property damage which might arise from operations under this Agreement.

D. Automobile Liability Insurance The **CONTRACTOR** is to maintain Automobile Liability



Request for Commission Action

limits of not less than \$500,000 each accident, combined single limits (bodily injury and property damage) for claims arising out of the ownership or use of any owned, hired or non-owned vehicle.

E. CONTRACTOR is to provide **CITY** with a \$ N/A performance bond, where if the **CONTRACTOR** does not fulfill the promises of this contract at the bond Principal, the surety will be obligated to satisfy the **CITY**.

F. Any and all additional insurance and bonds as required by the laws of the State of Kansas. The **CONTRACTOR** agrees to indemnify and hold the **CITY** harmless from any and all claims, damages, suits, actions and judgments which are suffered by the **CITY** as a result of any act or inaction of the **CONTRACTOR** as set forth in this agreement.

SECTION 5. Equal Employment Opportunity Requirements

The City of Winfield assures that no **CONTRACTOR** shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Every effort will be made to ensure nondiscrimination in all City programs and activities, whether those programs and activities are federally funded or not.

SECTION 6. Subcontracting and Salvage of Materials

The **CONTRACTOR** shall not use any sub-contractor without the prior written approval of the City of Winfield. The name and address of any sub-contractor intended to be used by the **CONTRACTOR** shall be included in the bid documents. Lien releases from all sub-contractors must be submitted to the Inspection Department by the **CONTRACTOR** before final payment is made to said **CONTRACTOR**.

Unless otherwise specified in the bid documents, salvage of any material will be prohibited.

SECTION 7. Scope of Contract

The executed Contract Documents shall consist of the following:

- A. This CONTRACT
- B. The QUOTE PROPOSAL
- C. The TECHNICAL SPECIFICATIONS FOR DEMOLITION AND SITE CLEARANCE.

This Contract, together with the documents enumerated above in Section 7, which are incorporated **herein and which are hereby made a part of this Agreement as full as if set forth and repeated herein**, constitute the entire Agreement between the parties hereto. Any prior oral or written Agreement not embodied herein shall not be binding or inure to the benefit of any of the parties. No work shall be done nor money expended in accordance with any other Agreement unless the same be reduced to writing, subscribed by the parties hereto and approved by the City of Winfield.



Request for Commission Action

This Contract shall be binding on the parties hereto, their successors, executors, administrators, heirs and personal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Contractor: Lawrence Crushed Stone

By : _____

Title: _____

Address: 15951 61st Lane, Winfield, KS. 67156

Telephone: 620-222-4022

Taggart Wall - City Manager/ja



Request for Commission Action

8. The Contractor shall identify the names and addresses of any sub-contractor(s) which it plans to use, provided no sub-contractor shall be employed by the Contractor unless the City has given written approval prior to the issuance of a contract for the demolition work.
9. Labor and equipment incorporated into this project are exempt from the payment of sales tax under the laws of the State of Kansas and such sales tax shall not be included in the proposal. The Owner will furnish an exemption certificate number to the Contractor. At the conclusion of the project, the Contractor shall furnish the Owner copies of all invoices identified with the aforementioned exemption number covering all labor and equipment incorporated into the project.
10. If Contractor declines to bid on any property, write decline in the dollar amount space below.

QUOTE DEMOLITION OF STRUCTURE

1801 Manning St.

\$ 5950.00

Total Quote \$ 5950.00

Total Quote (in words) \$ Five thousand nine hundred & fifty dollars & ⁰⁰/₁₀₀

Contractor: LAWRENCE CRUSHED STONE

Address: 15456 61st Lane, Winfield

Phone No.: 620-222-4022

Note:

Bids will be considered by the City Commission on March 2nd, 2020 during the regular Winfield City Commission Meeting.



Request for Commission Action

CONTRACT AND AGREEMENT FOR DEMOLITION WORK

THIS AGREEMENT, entered into this 2nd day of March, 2020 by and between

Lawrence Crushed Stone,

hereinafter called the "CONTRACTOR" and the City of Winfield, Kansas, hereinafter called the "CITY" for the demolition, removal and disposal of a structure, a house, located 1801 Manning St. in Winfield, Cowley County, Kansas

WITNESSETH, that the CONTRACTOR and the CITY, in consideration of the mutual promises and agreements contained herein do hereby agree as follows:

SECTION 1. Work to be Performed:

A. **Statement of Work.** The CONTRACTOR shall furnish all supervision, labor, materials, technical personnel, machinery, tools, equipment, fixtures and services, including transportation, and perform and complete all work specified for demolition in the **WORK DESCRIPTION, BID PROPOSAL** and other Contract Documents attached to and made a part hereof, relative to the property listed on the **WORK DESCRIPTION** located in the City of Winfield, Kansas, all in strict accordance with the Contract Documents for demolition prepared in connection herewith.

B. **Coordination of Work.** The CONTRACTOR shall be responsible for the proper execution of all work and for the coordination of the operation of all trades, sub-contractors, and suppliers engaged under this Agreement.

C. **Inspection of Work.** Authorized representatives of the CITY shall have the right to examine and inspect all work included in this agreement and shall inform the CONTRACTOR of any non-compliance with these provisions. Contractors shall notify the Engineering Department at least 24 hours prior to beginning any backfill operations.

SECTION 2. Amount and Terms of Compensation.

The CITY will pay the CONTRACTOR for performance in full of this Agreement, the total sum of **\$5,950.00, Five Thousand Nine Hundred Fifty Dollars,** payable in one payment upon satisfactory completion of all work and upon final inspection by the CITY. The CITY shall be the sole judge of the satisfactory completion of all work.

SECTION 3. Time of Performance.

Upon execution of the Agreement, the CONTRACTOR is required to commence performance immediately following written Notice to Proceed and to diligently and continuously work on the project until all required work is fully and satisfactorily completed. All such work shall be



Request for Commission Action

completed within **fourteen (14) days** after the "Notice to Proceed" is issued, with time being of the essence. If the **CONTRACTOR** fails to commence or complete all required work within said time period, the **CITY**, in addition to any other rights in law or equity, may elect to terminate this Agreement by notifying the **CONTRACTOR** in writing of its intention to do so. In the event that it is necessary for the **CITY** to complete the work with some other **CONTRACTOR** or with its own employees, the **CONTRACTOR** agrees to pay the **CITY** any additional expense as liquidated damages and not as a penalty.

The **CONTRACTOR**, however, shall not be liable for any delays in completion of the work required to be performed under this Agreement if such delay is caused by the actions of federal or state governments; any unreasonable act of the **CITY**; causes not reasonably foreseeable by the parties to this Agreement at the time of its execution which are beyond the control and without fault or negligence of the **CONTRACTOR**. Upon evidence of such excusable delay, the **CONTRACTOR** shall notify the **CITY** in writing, of the excusable delay. If the facts show the delay to be excusable under the terms of this Agreement and within the sole discretion and judgment of the **CITY**, the **CITY** shall extend the time for completion commensurate with the period of excusable delay. In the event the **CITY**, in its sole judgment, finds that the delay is not excusable, the **CONTRACTOR** shall pay to the **CITY** sum of \$200.00 per day as liquidated damages and not as a penalty for each day of unexcusable delay beyond the contract completion date.

SECTION 4. Contractor's Insurance and Bonds

The **CONTRACTOR** agrees to obtain, pay for and maintain the following minimum insurance during the performance of this agreement, with certificates of insurance to be filed with **CITY** prior to work commencing. Insurance shall stipulate coverage for demolition work. Any subcontractors utilized are required to maintain the minimum amounts outlined herein or be covered under the **CONTRACTOR'S** policies.

A. Workers' Compensation Insurance for all employees and employees of subcontractors engaged in work on the premises, in accordance with Kansas Workers' Compensation Laws. Workers' Compensation insurance is to be maintained by the **CONTRACTOR** to protect against all claims applicable under state laws. The policy limits shall not be less than "statutory" for Coverage A, with Employers Liability limits of \$100,000 Bodily Injury by Accident, each accident; \$500,000 Bodily Injury by Disease, policy limit; and \$100,000 Bodily Injury by Disease, each employee.

B. Commercial General Liability Insurance shall have limits of not less than \$500,000 each occurrence, bodily injury and property damage; \$500,000 personal injury; \$500,000 general aggregate and \$500,000 products/completed operations aggregate. **CITY** shall be named as an additional insured on the policy.

C. Property Damage Insurance in an amount not less than \$100,000.00 to protect the **CONTRACTOR**, his subcontractors, the general public and the **CITY** as their interests may appear from claims and judgments for property damage which might arise from operations under this Agreement.

D. Automobile Liability Insurance The **CONTRACTOR** is to maintain Automobile Liability



Request for Commission Action

limits of not less than \$500,000 each accident, combined single limits (bodily injury and property damage) for claims arising out of the ownership or use of any owned, hired or non-owned vehicle.

E. CONTRACTOR is to provide **CITY** with a \$ N/A performance bond, where if the **CONTRACTOR** does not fulfill the promises of this contract at the bond Principal, the surety will be obligated to satisfy the **CITY**.

F. Any and all additional insurance and bonds as required by the laws of the State of Kansas. The **CONTRACTOR** agrees to indemnify and hold the **CITY** harmless from any and all claims, damages, suits, actions and judgments which are suffered by the **CITY** as a result of any act or inaction of the **CONTRACTOR** as set forth in this agreement.

SECTION 5. Equal Employment Opportunity Requirements

The City of Winfield assures that no **CONTRACTOR** shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Every effort will be made to ensure nondiscrimination in all City programs and activities, whether those programs and activities are federally funded or not.

SECTION 6. Subcontracting and Salvage of Materials

The **CONTRACTOR** shall not use any sub-contractor without the prior written approval of the City of Winfield. The name and address of any sub-contractor intended to be used by the **CONTRACTOR** shall be included in the bid documents. Lien releases from all sub-contractors must be submitted to the Inspection Department by the **CONTRACTOR** before final payment is made to said **CONTRACTOR**.

Unless otherwise specified in the bid documents, salvage of any material will be prohibited.

SECTION 7. Scope of Contract

The executed Contract Documents shall consist of the following:

- A. This CONTRACT
- B. The QUOTE PROPOSAL
- C. The TECHNICAL SPECIFICATIONS FOR DEMOLITION AND SITE CLEARANCE.

This Contract, together with the documents enumerated above in Section 7, which are incorporated **herein and which are hereby made a part of this Agreement as full as if set forth and repeated herein**, constitute the entire Agreement between the parties hereto. Any prior oral or written Agreement not embodied herein shall not be binding or inure to the benefit of any of the parties. No work shall be done nor money expended in accordance with any other Agreement unless the same be reduced to writing, subscribed by the parties hereto and approved by the City of Winfield.



Request for Commission Action

This Contract shall be binding on the parties hereto, their successors, executors, administrators, heirs and personal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Contractor: Lawrence Crushed Stone

By : _____

Title: _____

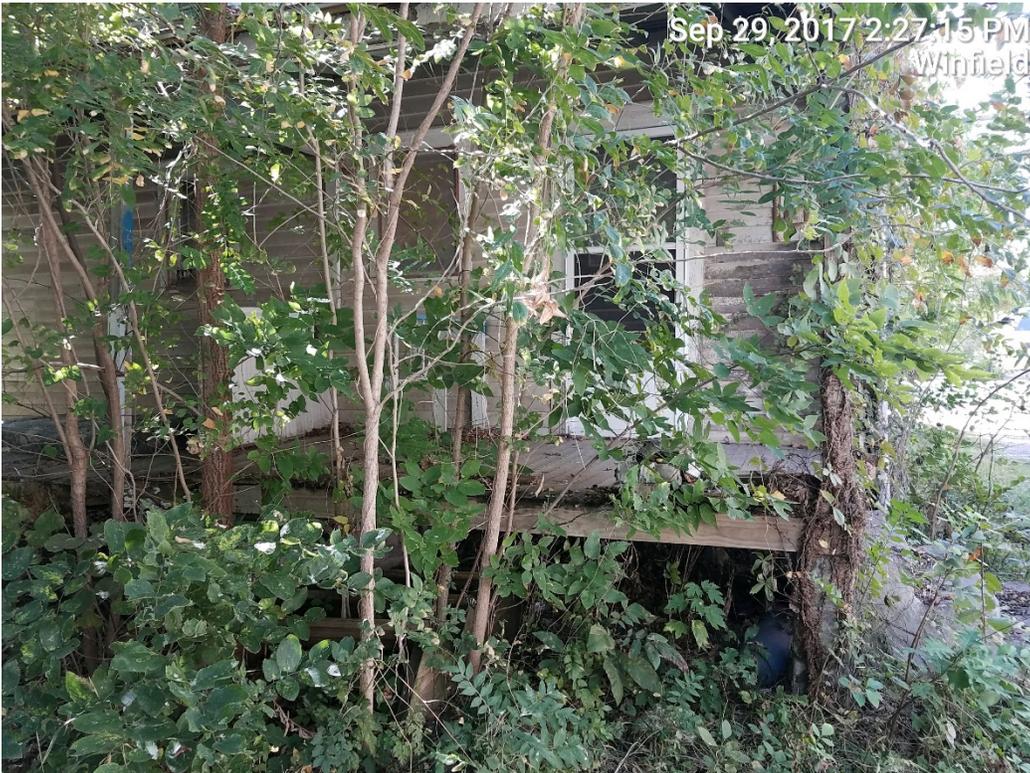
Address: 15951 61st Lane, Winfield KS 67156

Telephone: 620-222-4022

Taggart Wall - City Manager/ja

Request for Commission Action

916 BLISS



Request for Commission Action



Request for Commission Action



Request for Commission Action

1801 MANNING



A RESOLUTION

AUTHORIZING and directing the City Manager and Clerk of the City of Winfield, Kansas, to enter into an agreement with **Lawrence Crushed Stone** for the demolition and removal of the structure, a House on a tract of land legally described as *Lot Seven (7), Block 98, Mansfield Addition, to Winfield, Kansas. Commonly known as 1801 Manning St. Recorded in Deed Record No. 190,* in the Office of the Register of Deeds of Cowley County, Kansas.

WHEREAS, 3rd day of June 2019, after proper notification of the owner and publication in the official city newspaper, a public hearing was held before the Governing Body of the City of Winfield, Kansas, Bill No. 1937, Resolution No. 3119; and,

WHEREAS, said structure and improvements were found unfit for human habitation, a blight on the neighborhood; and,

WHEREAS, **Lawrence Crushed Stone**, gave the most prudent quote for demolition and removal and provided the required insurance documentation listing the City of Winfield, Kansas, as an additional insured.

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

Section 1. The City Manager and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute an agreement with, **Lawrence Crushed Stone**, for the demolition and removal of the structure located on *Lot Seven (7), Block 98, Mansfield Addition, to Winfield, Kansas. Commonly known as 1801 Manning St. Recorded in Deed Record No. 190,* in the Office of the Register of Deeds of Cowley County, Kansas, a copy of which is attached hereto and made a part thereof the same as if fully set forth herein.

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

ADOPTED this 2nd day of March 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 / ja

A RESOLUTION

AUTHORIZING and directing the City Manager and Clerk of the City of Winfield, Kansas, to enter into an agreement with **Lawrence Crushed Stone** for the demolition and removal of the structure, a *House on a tract of land legally described as; North 50 feet of Lot 7, and the North 50 feet of the West 30 feet of Lot 8 Block 229, Fuller’s Addition, to Winfield, Kansas. Commonly known as 916 Bliss St. Recorded in Book 310 page 387, in the Office of the Register of Deeds of Cowley County, Kansas,* in the Office of the Register of Deeds of Cowley County, Kansas.

WHEREAS, on the 3rd day of June 2019, after proper notification of the owner and publication in the official city newspaper, a public hearing was held before the Governing Body of the City of Winfield, Kansas, Bill No. 1938, Resolution No. 3219; and,

WHEREAS, said structure and improvements were found unfit for human habitation, a blight on the neighborhood; and,

WHEREAS, **Lawrence Crushed Stone**, gave the most prudent quote for demolition and removal and provided the required insurance documentation listing the City of Winfield, Kansas, as an additional insured.

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

Section 1. The City Manager and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute an agreement with, **Lawrence Crushed Stone**, for the demolition and removal of the structure located on *North 50 feet of Lot 7, and the North 50 feet of the West 30 feet of Lot 8 Block 229, Fuller’s Addition, to Winfield, Kansas. Commonly known as 916 Bliss St. Recorded in Book 310 page 387, in the Office of the Register of Deeds of Cowley County, Kansas,* a copy of which is attached hereto and made a part thereof the same as if fully set forth herein.

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

ADOPTED this 2nd day of March 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 / ja

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute Amended and Restates Firm (Rate Schedule FT) Transportation Service Agreement TSA NO. 1011266 between the City (“Shipper”) and the Enable Gas Transmission, LLC, a Delaware limited liability company (“Transporter”), covering the transportation of natural gas by Transporter on behalf of Shipper.

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, Amended and Restates Firm (Rate Schedule FT) Transportation Service Agreement TSA NO.: between the City (“Shipper”) and the Enable Gas Transmission, LLC, a Delaware limited liability company (“Transporter”), covering the transportation of natural gas by Transporter on behalf of Shipper on the terms and conditions set in such agreement.

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

ADOPTED this 2nd day of March, 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

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1011266**

THIS TRANSPORTATION SERVICE AGREEMENT (“Agreement”), between Enable Gas Transmission, LLC, a Delaware limited liability company (“Transporter”), and Shipper (defined below), covering the transportation of natural gas by Transporter on behalf of Shipper as more particularly described herein, is entered into in accordance with the following terms and conditions:

1) **SHIPPER INFORMATION:**

Shipper’s Name: City of Winfield, Kansas
2701 E. 9th Avenue
Winfield, KS 67156
Attn: Gus Collins
Email: gcollins@winfieldks.org

Type of Entity: Kansas municipality

Transporter’s wire transfer information and addresses for notices and payments shall be located on Transporter’s Internet Web Site.

2) **REGULATORY AUTHORITY:** Part 284: Subpart G

3) **TERM, CONTRACT DEMAND AND POINTS:**

The term (including term extensions), Contract Demand, Receipt Entitlement(s), and Receipt and Delivery Points for this Agreement shall be shown below or on any designated Attachment, as applicable. Absent designation of MRO’s for any specific physical Point of Receipt, Transporter shall have no obligation to permit Shipper to utilize any such Point of Receipt or to receive any specific quantities on Shipper’s behalf at such point.

Term: Effective Date: Originally April 1, 2018, as amended and restated April 1, 2020, subject to FERC approval

Primary Term End Date: The end of the Day on March 31, 2021

Evergreen/Term Extension? No

Contract Demand (Dth/D): 1,500

Receipt Entitlement(s) (Dth/D): West 1 Pooling Area 1,500

<u>Primary Receipt Point(s):</u>	<u>Maximum Receipt Obligation (Dth/D)</u>
Markwest Arapaho Plant (Meter No. 810010)	1,500

<u>Primary Delivery Point(s):</u>	<u>Maximum Delivery Obligation (Dth/D)</u>
City of Winfield PWR (Meter No. 805107)	1,500

4) **RATE:** Unless provided otherwise in an Attachment to this Agreement in effect during the term of this Agreement, in a capacity release award, or below, Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the maximum applicable rate, and any other charges, fees, direct bill amounts, taxes, assessments, or surcharges provided for in Transporter’s Tariff, as on file and in effect from time to time, for each service rendered hereunder. If any applicable Attachment or this Agreement provides for a rate other than the maximum applicable rate, the following shall apply:

Shipper agrees to pay the rates specified below or on any designated Attachment for performance of certain gas transportation service under the Agreement. These rates are applicable only in accordance with the following:

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1011266
(continued)**

(a) Term, Points and/or Rates: The term of the rates, and the Receipt Point(s) and the Delivery Point(s) eligible for such rates, are specified below.

(i) Negotiated Rate.

(ii) Description of Rate(s)/Points:

The rates which Transporter shall bill and Shipper shall pay under the Agreement for services shall be as follows:

Shipper shall pay a Reservation Charge each Month (calculated by multiplying \$0.0300 per Dth by 30.41667) based on the Dth of Contract Demand specified in the Agreement, regardless of the quantity of gas transported during the Service Month, plus a fixed Commodity Rate of \$0.2799 per Dth transported. If Shipper releases capacity, it shall pay the Transporter for any portion of the foregoing Commodity Rate not paid by the Replacement Shipper. The rates provided for herein shall not be subject to refund or reduction if in excess of any maximum otherwise allowed.

The Receipt Point(s) eligible for the rates specified herein shall be those listed in Section 3 of the Agreement (as such Agreement provides on the Effective Date hereof) and all generally available points and Pools in the West 1 Pooling Area.

The Delivery Point(s) eligible for the rates specified herein shall be those listed in Section 3 of the Agreement (as such Agreement provides on the Effective Date hereof).

If scheduled maintenance or other operational circumstances adversely affect the availability of primary firm capacity under the Agreement and Transporter notifies Shipper of the availability of non-primary capacity to receive and/or deliver other than at the points specified above, then such optional non-primary points as designated by Transporter shall be deemed eligible for the rates, quantities, and the period specified in the notice. Transporter may make such notification via e-mail, in writing or via Internet Web Site posting and the document in which such notice appears shall be deemed to amend this Agreement for the purposes hereof.

(iii) Term of Rate:

Begin Date(s): April 1, 2020

End Date(s): The end of the Day on March 31, 2021.

(b) Authorized Overrun: Unless Transporter agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the maximum Tariff rate or \$0.3099 per Dth.

(c) General: In consideration for Shipper's continuing compliance with the provisions of the Agreement, the transportation rates and charges as defined above or on any applicable Attachment for the specified services provided under the Agreement only apply to receipts from, and subsequent deliveries to, the Points of Receipt and Delivery, quantities and/or time periods described above or on any applicable Attachment and to reserved capacity necessary to effect such service. In addition to any rate or amount referred to herein (including discounted rates, Negotiated Rates, overrun rates and maximum Tariff rates), except as specifically provided otherwise herein or on any applicable Attachment, Shipper shall provide or pay and Transporter shall retain or charge Fuel Use and LUGF allowances or charges (including the EPC surcharge if applicable) in such quantities or amounts as authorized from time to time by the Tariff and shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments and/or direct billed amounts provided for in the Tariff. The rate in any month shall never be below Transporter's applicable minimum Tariff rate, unless Transporter otherwise agrees. Transporter shall not be responsible for the payment and satisfaction of any taxes assessed or levied on the receipt, transmission (and any activities in connection therewith), delivery, use and/or consumption with respect to Gas delivered or received by Shipper, unless Transporter agrees otherwise.

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1011266
(continued)**

(d) Rate-Related Provisions:

- (i) Consideration for Rate Granted: Transporter agrees to the rates specified herein or on any applicable Attachment in exchange for Shipper's agreement to forego credits or other benefits to which Shipper would otherwise be entitled, but only to the extent such credits or benefits would result in a greater economic benefit over the applicable term than that represented by the agreed-upon rate. Accordingly, unless Transporter otherwise agrees, Shipper will not receive credits (with the exception of (1) penalty revenue credits provided pursuant to Section 31 of the General Terms and Conditions of Transporter's Tariff, and (2) capacity release credits) from rates, refunds or other revenues collected by Transporter or Shipper if to do so would effectively result in a lower rate or greater economic benefit to Shipper; provided, however, that Transporter and Shipper can agree pursuant to Section 19.8 of the General Terms and Conditions of Transporter's Tariff that Transporter will retain some or all of the capacity release credits to the extent those credits exceed the amount of the Shipper's invoiced demand component. If the parties' agreement to the foregoing is determined invalid or if Shipper seeks to obtain credits or benefits inconsistent therewith, unless Transporter otherwise agrees, it will have the right to immediately terminate or modify any provisions herein or on any applicable Attachment that would allow Shipper to pay amounts less than the maximum applicable Tariff rate.
- (ii) Limitation on Agreed Upon Rate: Unless Transporter agrees otherwise, if at any time receipts and/or deliveries are initially sourced into the system, nominated, scheduled and/or made, by any means, including by temporary Replacement Shipper, or by operation of any Tariff mechanisms, with respect to the capacity obtained by, through or under the Agreement at points, or under conditions, other than those specified herein or on any applicable Attachment, then as of such date, and for the remainder of the Service Month in which such non-compliance occurred, or the remainder of the term of the Agreement, whichever is shorter, Shipper shall be obligated to pay no less than the maximum applicable Tariff rates for service under the Agreement.
- (iii) Regulatory Authority: This Agreement (including any applicable Attachment) is subject to Section 16 of the GT&C of Transporter's Tariff. Transporter and Shipper hereby acknowledge that this Agreement is subject to all valid and applicable federal and local laws and to the orders, rules and regulations of any duly constituted federal or local regulatory body or governmental authority having jurisdiction. Any provision of this Agreement which is determined by any court or regulatory body having jurisdiction to be invalid or unenforceable will be ineffective to the extent of such determination only, without invalidating, or otherwise affecting the validity of, the remaining provisions. Unless the parties agree otherwise, if Transporter has made a good faith determination that a federal or local law, or order, rule or regulation of any governmental authority having or asserting jurisdiction (1) requires performance by Transporter that is inconsistent with the terms specified herein or on any applicable Attachment or (2) conditions or prohibits the granting of selective discounts or other rates specified herein or on any applicable Attachment, then Transporter may provide notice that it intends to renegotiate the rates under the Agreement. If the parties fail to reach agreement within forty-five (45) days of any renegotiation notice given pursuant to the terms of this paragraph, then: (1) the rate provisions herein or on any applicable Attachment shall be terminated, and the rate for service herein or under any applicable Attachment shall be Transporter's applicable maximum Tariff rate, or (2) if Transporter's applicable maximum Tariff rate is greater than the rate for service herein or on any applicable Attachment at the Shipper's option, the Agreement and any applicable Attachment shall terminate. The effective date of this renegotiation or termination shall be the first day of the month following the end of the 45-day renegotiation period; provided, however, that the effective date will comply with the requirements of the applicable federal or local law, or order, rule or regulation of any governmental authority having or asserting jurisdiction.
- (iv) Entire Agreement: Any applicable Attachment, shall supplement the Agreement with respect to the matters agreed to, and together shall constitute the entire understanding of the parties relating to said matters as of the effective date stated therein. Unless otherwise specified, all prior agreements, correspondence, understandings and representations are hereby superseded and replaced by any applicable Attachment and the Agreement. Except as otherwise provided herein, all terms used herein

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1011266
(continued)**

with initial capital letters are so used with the respective meanings ascribed to them in Transporter's Tariff.

- (v) Failure to Exercise Rights: Failure to exercise any right under any applicable Attachment, or the Agreement shall not be considered a waiver of such right in the future. No waiver of any default in the performance of any applicable Attachment or the Agreement shall be construed as a waiver of any other existing or future default, whether of a like or different character.

- (e) Inability to Collect Negotiated Rates: If Transporter is unable to collect Negotiated Rates due to a change in Commission policy or rejection of the transaction by the Commission prior to or during the term of such transaction, then, unless the parties agree otherwise, Shipper shall pay the maximum Tariff rate for the services. In such event, Transporter shall notify Shipper in writing of the requirement to pay maximum Tariff rates and, if the maximum Tariff rates are greater than the Negotiated Rates under such transaction, Shipper shall have no more than thirty (30) days from the date of such notification to give notice in writing of termination of the applicable Agreement, with such termination to be effective no earlier than the end of the Month following the Month in which such termination notice is received.

5) OTHER PROVISIONS:

- 5.1) Payments shall be received by Transporter within the time prescribed by Section 14 of the GT&C of Transporter's Tariff. Amounts past due hereunder shall bear interest as provided in Section 14 of the GT&C of the Tariff. Shipper shall pay all costs associated with the collection of such past due amounts including, but not limited to, attorneys' fees and court costs. Shipper hereby represents and warrants that the party executing this Agreement on its behalf is duly authorized and possesses all necessary corporate or other authority required to legally bind Shipper.
- 5.2) Do the parties agree that the provisions of Section 13.4 of the GT&C of Transporter's Tariff shall apply with respect to third-party transportation? No
- 5.3) Does this Agreement supersede, cancel, amend, restate, substitute or correct pre-existing Transportation Service Agreement(s) between the parties? Yes
Effective April 1, 2020, this Agreement amends and restates Transportation Service Agreement No. 1011266, originally effective April 1, 2018, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof.
- 5.4) Is this Agreement entered into pursuant to and subject to CAPACITY RELEASE, Section 19 of the GT&C of Transporter's Tariff? No
- 5.5) Does this Agreement include any other terms/provisions permitted by the Tariff? Yes
- a) In accordance with Section 19.8 of the GT&C of the Tariff, the parties hereby agree that Transporter shall retain, and not credit back to Shipper, credits for capacity releases to the extent amounts paid by or invoiced to Replacement Shipper(s) as, or attributable to, demand or reservation type charges exceed the amount of Shipper's invoiced demand component.
- b) Pursuant to Section 21.10, GT&C, of the Tariff, the parties have agreed to an extension of the term with respect to all of the capacity committed under the Service Agreement being amended and extended.

- 6) All modifications, amendments or supplements to the terms and provisions hereof shall be effected only by supplementary written (or electronic, to the extent Transporter permits or requires) consent of the parties.

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1011266
(continued)**

7) **SIGNATURE:** This Agreement constitutes a contract with Transporter for the transportation of natural gas, subject to the terms and conditions hereof, the General Terms and Conditions attached hereto, and any applicable attachment(s), all of which are incorporated herein by reference and made part of this Agreement.

ENABLE GAS TRANSMISSION, LLC

CITY OF WINFIELD, KANSAS

By: _____
Name: John S. Pawlik
Title: Sr. Manager, Commercial T&S
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1011266**

GENERAL TERMS AND CONDITIONS

1. This Agreement shall be subject to the provisions of Rate Schedule FT as well as the General Terms and Conditions (“GT&C”) set forth in Transporter’s Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.
2. In accordance with Section 12.2 of the GT&C of Transporter’s Tariff, Transporter shall have the right at any time, and from time to time, to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, and as set forth in said Rate Schedule and in said GT&C of Transporter’s Tariff, in accordance with the Natural Gas Act or other applicable law. Nothing contained in the foregoing provision shall preclude or prevent Shipper from protesting any such changes or modifications; however, Shipper agrees to pay all rates and charges, and to comply with all terms and conditions, in effect under the Tariff.
3. Upon Shipper’s failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of Section 14 of the GT&C of Transporter’s Tariff.
4. In accordance with Section 21.1 of the GT&C of Transporter’s Tariff, upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder. Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
5. In accordance with Section 5.7(e) of the GT&C of Transporter’s Tariff, termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any Imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.
6. In accordance with Sections 2.1 and 2.2 of Rate Schedule FT of Transporter’s Tariff, subject to the provisions of the Tariff and this Agreement, Transporter shall receive, transport, and deliver, for the account of Shipper for the purposes contemplated herein, on a firm basis a quantity of Gas up to the quantity or quantities specified in the Agreement.
7. In accordance with Sections 2.1 and 3.3 of Rate Schedule FT of Transporter’s Tariff, Gas shall be (i) tendered to Transporter for transportation hereunder at the Point(s) of Receipt and (ii) delivered by Transporter after transportation to Shipper, or for Shipper’s account, at the Point(s) of Delivery on the terms and at the points shown in this Agreement. Subject to the provisions of the Tariff, Transporter shall tender for delivery quantities of Gas thermally-equivalent to those delivered by Shipper, less, as applicable, Fuel Use and LUFG, or Alternate Fuel Retentions, retained.
8. Except as otherwise permitted in the Tariff, and in accordance with Section 19 of the GT&C of Transporter’s Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter’s prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, whether the assignment or contract be voluntary, or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives. Shipper may request that Transporter consent to Shipper’s assignment of this Agreement to an entity with which Shipper is affiliated subject to the assignee’s satisfaction of the criteria in Section 14 of the GT&C of Transporter’s Tariff, in the situation in which, after Shipper obtains the Agreement, a corporate reorganization results in a transfer to an affiliate of the function for which the capacity was obtained. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.
9. Any notice, statement, or bill provided for in this Agreement shall be in writing (or provided electronically via the Internet to the extent Transporter permits or requires) and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified herein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.