

**CITY COMMISSION MEETING  
Winfield, Kansas**

DATE: Monday, November 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 MEETING.....Monday, October 19, 2020

**PUBLIC HEARING**

-Consider the proposed 2021-2023 Neighborhood Revitalization Plan

**BUSINESS FROM THE FLOOR**

-Citizens to be heard

**NEW BUSINESS**

Ordinances & Resolutions

**Bill No. 2085 – An Ordinance** – Adopting a Neighborhood Revitalization Plan and designating Revitalization Areas, all as provided for in K.S.A. 12-17,114 et seq., Neighborhood Revitalization Act.

**Bill No. 2086 – A Resolution** – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an Interlocal Agreement between the City of Winfield, Cowley County, Unified School District #465, and Cowley College, providing for the adoption of a plan pursuant to the Neighborhood Revitalization Act, K.S.A. 12-17,114 et seq.

**OTHER BUSINESS**

-Consider Quail Ridge Golf Course irrigation control system quotes  
-Consider quotes for a Risk and Resilience Assessment for the City of Winfield's water utility

**ADJOURNMENT**

-Next Commission work session 4:00 p.m. Thursday November 12, 2020.  
-Next regular meeting 5:30 p.m. Monday, November 16, 2020.

**CITY COMMISSION MEETING MINUTES**  
**Winfield, Kansas**  
**October 19, 2020**

The Board of City Commissioners met in regular session, Monday, October 19, 2020 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Phillip R. Jarvis presiding. Commissioners Ronald E. Hutto and Gregory N. Thompson 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 Patrick Steward, Director of Public Improvements; Kyle Gillett, Interim Electric Production Supervisor; and Gary Mangus, Assistant to the City Manager.

City Clerk Peters called roll.

Commissioner Thompson moved that the minutes of the October 5, 2020 meeting be approved. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

**PUBLIC HEARING**

-Consider Special Assessments for Stonebrook Addition. Mayor Jarvis opened a public hearing to consider the Special Assessments for Stonebrook Addition. With no one present to speak, Mayor Jarvis closed the public hearing.

**BUSINESS FROM THE FLOOR**

Mayor Jarvis noted there were no citizens present to bring business to the Commission.

**NEW BUSINESS**

**Bill No. 2077 – An Ordinance** – Levying special assessments on certain property to pay the costs of internal improvements in the City of Winfield, Kansas, as previously authorized by Resolution Nos. 5418, 5518 and 5618 of the City; and providing for the collection of such special assessments. City Clerk Peters explains this Ordinance will levy special assessments on certain property in the Stonebrook Addition for water main improvements, sewer improvements, street and stormwater improvements. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson all Commissioners voting aye, Bill No. 2077 was adopted and numbered Ordinance No. 4140.

**Bill No. 2078 – 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. City Clerk Peters explains this will add two projects to the 5-year Capital Improvement Plan, the Electric Transmission project for \$10,000,000, although our responsibility is only a portion of that, and East Ninth Street reconstruction, for \$500,000. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto all Commissioners voting aye, Bill No. 2078 was adopted and numbered Resolution No. 6020.

**Bill No. 2079 – A Resolution** – Establishing a date for a public hearing concerning the adoption of a plan pursuant to the Neighborhood Revitalization Act, K.S.A. 12-17,114 et seq. Assistant to the City

Manager Mangus explains this will authorize setting a public hearing on November 2, 2020 concerning the adoption of the 2021-2023 Neighborhood Revitalization Plan. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson all Commissioners voting aye, Bill No. 2079 was adopted and numbered Resolution No. 6120.

**Bill No. 2080 – A Resolution** – Accepting and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in the Southeast Quarter of Section 7, Township 33 South of Range 4 East of the 6th P.M., Cowley County, Kansas. (Richardson) City Manager Wall explains that the next five Resolutions will authorize permanent easements related to the Electric transmission project. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto all Commissioners voting aye, Bill No. 2080 was adopted and numbered Resolution No. 6220.

**Bill No. 2081 – A Resolution** – Accepting and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in the Southeast Quarter of Section 12, Township 33 South of Range 3 East of the 6th P.M., Cowley County, Kansas. (Biby) Upon motion by Commissioner Hutto, seconded by Commissioner Thompson all Commissioners voting aye, Bill No. 2081 was adopted and numbered Resolution No. 6320.

**Bill No. 2082 – A Resolution** – Accepting and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in the Southeast Quarter of Section 33, Township 32 South of Range 4 East of the 6th P.M., Cowley County, Kansas. (McCoy) Upon motion by Commissioner Thompson, seconded by Commissioner Hutto all Commissioners voting aye, Bill No. 2082 was adopted and numbered Resolution No. 6420.

**Bill No. 2083 – A Resolution** – Accepting and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in the Southeast Quarter of Section 7, Township 33 South of Range 4 East of the 6th P.M., Cowley County, Kansas. (Packer) Upon motion by Commissioner Hutto, seconded by Commissioner Thompson all Commissioners voting aye, Bill No. 2083 was adopted and numbered Resolution No. 6520.

**Bill No. 2084 – A Resolution** – Accepting and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in the Southwest Quarter of Section 12, Township 33 South of Range 3 East of the 6th P.M., Cowley County, Kansas. (Macomber) Upon motion by Commissioner Thompson, seconded by Commissioner Hutto all Commissioners voting aye, Bill No. 2084 was adopted and numbered Resolution No. 6620.

**OTHER BUSINESS**

-Consider Authorizing the City Manager to negotiate and purchase fleet vehicles not to exceed \$150,000.00. Commission Hutto made the motion to authorize the City Manager to negotiate and purchase fleet vehicles not to exceed \$150,000.00. Commissioner Thompson seconded. All Commissioner voting aye, motion carried.

**ADJOURNMENT**

Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, the meeting adjourned at 5:39 p.m.

Signed and sealed this 30<sup>th</sup> day of October 2020.

Signed and approved this 2<sup>nd</sup> day of November 2020.

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Brenda Peters, City Clerk

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Phillip R. Jarvis, Mayor





## Request for Commission Action

**Date:** October 21, 2020

**Requestor:** Gary Mangus, Assistant to the City Manager

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

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**Action Requested:** Items on the November 2, 2020 Commission Agenda regarding the proposed 2021-2023 Neighborhood Revitalization Plan: 1) hold a Public Hearing, 2) consider a Resolution agreeing to the terms and conditions of an Interlocal Agreement, and 3) consider an Ordinance adopting the proposed 2021-2023 Neighborhood Revitalization Plan.

**Analysis:** Public Hearing: an opportunity for citizens to contribute to the discussion on the proposed Plan, K.S.A 12-17,117 (c); Interlocal Agreement: Each of the other participating agencies USD #465, Cowley County, and Cowley College, have executed the Interlocal Agreement adopting the proposed Plan. Following adoption and prior to the agreement being entered into force it must be submitted to the Kansas Attorney General to approve its form, K.S.A. 12-2904, and registered with the Cowley County Register of Deeds and Kansas Secretary of State, K.S.A. 12-2905; Ordinance: Adopting the proposed 2021-2023 Neighborhood Revitalization Plan developed under the provisions of K.S.A. 12-17,117.

**Fiscal Impact:** Estimated percentage of tax rebate values are USD #465-34%, City of Winfield-30%, Cowley County-24%, Cowley College-11%, and State of KS-1%. The eligible NRP improvement value, only, will be used to calculate the tax value increment eligible for NRP rebates. Rebate checks are issued by Cowley County only after payment of all taxes and assessments have been paid in full.

**Attachments:** Proposed 2021-2023 NRP and Interlocal Agreement

**CITY OF WINFIELD**  
**2021-2023 NEIGHBORHOOD REVITALIZATION PLAN**  
**INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT entered into by and between the Board of Commissioners-City of Winfield, Kansas, hereinafter referred to as "CITY", the Board of Commissioners-Cowley County, Kansas, hereinafter referred to as "COUNTY", Board of Education-Unified School District #465, Winfield, Kansas, hereinafter referred to as "USD", and Board of Trustees-Cowley College, Arkansas City, Kansas, hereinafter referred to as "CC."

WITNESSETH:

WHEREAS, K.S.A. 12-2904 allows public agencies to enter into Interlocal Agreements to jointly perform certain functions including economic development; and

WHEREAS, the parties of this Agreement are all public agencies pursuant to K.S.A. 12-2903, and therefore capable of entering into such Interlocal Agreements; and

WHEREAS, K.S.A. 12-17, 114 et seq. provides for neighborhood revitalization programs and allows for Interlocal Agreements between municipalities to further neighborhood revitalization; and

WHEREAS, it is the desire and intent of the parties to this Agreement to provide the maximum economic development incentive as provided for in K.S.A. 12-17, 119 by acting jointly.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The parties agree to adopt a Neighborhood Revitalization Plan (NRP), as attached hereto and incorporated herein, by this reference the same as if fully set forth herein. The parties further agree the NRP as adopted will not be amended without approval of the parties except, as may be necessary, to comply with applicable state law or regulation.
2. Acquiring, holding, and disposing of real and personal property is not within the nature of this joint or cooperative undertaking. If the circumstances should change, provisions dealing with acquisition and disposal of real or personal property will need to be added pursuant to K.S.A. 12-2904(d)(5) and (e)(2).
3. The parties further agree that COUNTY shall administer the NRP as adopted by each party hereto. COUNTY will participate in the issuance of tax rebates in accordance with the NRP by creating a Neighborhood Revitalization fund pursuant to K.S.A. 12-17,118 for the purpose of financing the redevelopment and to provide rebates. Except for those properties listed on Federal or State Historical Registries and the Local Historic Area, the parties acknowledge and agree that five percent (5%) of increment, as defined in K.S.A. 12-17,118, shall be used to pay for COUNTY administrative costs of implementing and administering the plan.
4. This Agreement shall expire December 31, 2023. The parties agree to undertake a review of the neighborhood revitalization plan concluding in or before August of each year to determine any needed modifications to the NRP and Interlocal Agreement. The parties to this Agreement agree that termination of the Agreement by any party prior to December 31, 2023 will adversely affect the success of the NRP. The parties further agree that any party may terminate this Agreement on any August 15<sup>th</sup> prior to December 31, 2023, by providing twelve (12) months notice in writing to the other parties to the Agreement. Provided, however, any

applications for tax rebate submitted prior to the effective date of the termination shall, if approved, be considered eligible for the duration of the rebate period.

IN WITNESS WHEREOF, the parties have hereto executed this agreement as shown below.

**CITY OF WINFIELD, KANSAS**

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**COWLEY COUNTY, KANSAS**

\_\_\_\_\_  
Wayne Wilt, Board Chair  
ATTEST:

\_\_\_\_\_  
Karen Madison, County Clerk

Dated this 16<sup>th</sup> day of Oct., 2020

**UNIFIED SCHOOL DISTRICT #465**

\_\_\_\_\_  
Lyle Weinert, Board President  
ATTEST:

\_\_\_\_\_  
Tom Fell, Clerk of the Board

Dated this 12 day of Oct., 2020

**COWLEY CO. COMMUNITY COLLEGE**

\_\_\_\_\_  
Dr. Harold Arnett, Board Chair  
ATTEST:

\_\_\_\_\_  
Tiffany Vollmer, Clerk of the Board

Dated this 25<sup>th</sup> day of September, 2020

## ATTORNEY GENERAL APPROVAL

The above and foregoing Interlocal Agreement between the City of Winfield, Kansas, Cowley County, Kansas, Cowley College, and Unified School District #465, is in proper form and compatible with the laws of the State of Kansas and is hereby approved pursuant to K.S.A. 12-2904(g) this \_\_\_\_\_, 2020.

DEREK SCHMIDT, KANSAS ATTORNEY GENERAL

By \_\_\_\_\_  
Assistant Attorney General



# Neighborhood Revitalization Plan 2021-2023

Adopted by Interlocal Agreement

USD 465:

Cowley College:

Cowley County:

City of Winfield:

Adopted by Ordinance:

Ordinance No.

## Table of Contents

PURPOSE .....	3
SECTION 1. NEIGHBORHOOD REVITALIZATION AREAS .....	3
AREA 1-MID TOWN .....	3
AREA 2-WEST NINTH .....	3
AREA 3-LOCAL HISTORIC PRESERVATION .....	4
AREA 4-RESIDENTIAL PROPERTIES .....	4
AREA 5-COMMERCIAL/INDUSTRIAL PROPERTIES .....	4
AREA 6-SHERIFF'S SALE .....	4
MAP A: ELIGIBLE NEIGHBORHOOD REVITALIZATION AREAS .....	5
SECTION 2. PLAN TERM AND REVIEW .....	5
SECTION 3. APPRAISED VALUATION OF REAL PROPERTY .....	5
SECTION 4. NAMES AND ADDRESSES OF OWNERS OF RECORD .....	5
SECTION 5. ZONING CLASSIFICATIONS, DISTRICT BOUNDARIES, LAND USE MAP .....	6
MAP B: ZONING CLASSIFICATIONS AND DISTRICT BOUNDARIES .....	6
MAP C: LAND USE MAP FROM COMPREHENSIVE PLAN .....	6
SECTION 6. IMPROVEMENTS PLANNED WITHIN THE REVITALIZATION AREAS .....	6
SECTION 7. PROPERTY ELIGIBLE FOR REVITALIZATION .....	6
RESIDENTIAL PROPERTY .....	6
COMMERCIAL/INDUSTRIAL PROPERTY .....	7
SECTION 8. CRITERIA FOR DETERMINATION OF ELIGIBILITY .....	7
GUIDELINES .....	8
IMPLEMENTATION .....	8
SECTION 9. CONTENTS OF APPLICATION FOR TAX REBATE .....	9
SECTION 10. PROCEDURE FOR SUBMISSION OF AN APPLICATION .....	12
PROCESS OVERVIEW .....	12
HOW TO/WHERE TO .....	12
SECTION 11. STANDARDS AND CRITERIA FOR REVIEW AND APPROVAL .....	13
SECTION 12. STATEMENT SPECIFYING REBATE FORMULA .....	13
PROGRAM PERIOD .....	13
REBATE PERIOD/PERCENTAGE .....	14

## Purpose

The City of Winfield, Kansas, Neighborhood Revitalization Plan is intended to create an incremental tax rebate program intended to encourage the rehabilitation, conservation, or redevelopment of certain areas within the city of Winfield, in order to protect the public health, safety, or welfare of the residents of the community. More specifically, through the plan the City, Cowley County, USD No. 465, and Cowley College, to the extent the same participate and adopt the Plan, offer property tax rebates for certain improvements or renovation of property within the designated areas in accordance with state statute (K.S.A. 12-17,114 et seq.).

## Section 1. Neighborhood Revitalization Areas

In accordance with the provisions of K.S.A. 12-17,114 et seq., the Winfield City Commission has held a public hearing and considered the existing conditions and alternatives with respect to the designated areas, the criteria and standards for a tax rebate and the necessity for interlocal cooperation among the other taxing units. Accordingly, the Commission has carefully reviewed, evaluated, and determined that the areas meet one or more of the conditions to be designated as a "Neighborhood Revitalization Areas."

### Area 1-MidTown

That area within the city of Winfield bound by the following description: Point of Beginning--intersection of center line's of 18<sup>th</sup> Avenue and Manning Street; then West to East r-o-w line of BNSF RR; then Northerly along said RR r-o-w to its intersection with South r-o-w line of Flood Levee; then Easterly along said Levee r-o-w to its intersection with Olive Street; **excluding Island Park and the Timber Creek Nature Center area**; then Easterly to East r-o-w line of SK & O RR; then Northerly along said r-o-w to its intersection with center line of Pine Street; then East to center line of Michigan Street; then Northerly to the center line of North Street; then Easterly intersecting an extension of the center line of Houston Street 375 feet  $\pm$  North of Chicago Avenue; then South along said extension of Houston Street to its intersection with center line of Chicago Avenue; then Easterly intersecting an extension of the center line of McCabe Street; then South to center line of Fowler Avenue; then West to center line of College Street; then South to the center line of Warren Street; then East to center line of Stevens Street; then South to center line of Simpson Avenue; then East to a point 575 feet  $\pm$  West of the intersection of Simpson Avenue and Wheat Road; then South 420 feet  $\pm$ ; then West 260 feet  $\pm$ ; then South 200 feet  $\pm$ ; then West to center line of Alexander Street; then South to center line of 9<sup>th</sup> Avenue; then West to center line of Mound Street; then South to center line of 19<sup>th</sup> Avenue; then West to center line of Broadway Street; then South to the center line of Sunnyside Avenue extended; then West to center line of alley between Loomis Street and Pike Road; then North to center line of 19<sup>th</sup> Avenue; then West to center line of alley between Main Street and Millington Street; then North to center line of 11<sup>th</sup> Avenue; then West to center line of Manning Street; then South to center line of 14<sup>th</sup> Avenue; then East to center line of alley between Main Street and Manning Street; then South to center line of 18<sup>th</sup> Avenue; then West to POB.

### Area 2-West Ninth

That area within the city of Winfield bound by the following description: Point of Beginning--intersection of center line's of West 9<sup>th</sup> Avenue and Phillips Shepherd Road; then North following the center line of Phillips Shepherd Road to its intersection with Winfield City Limits; then westerly and southerly along Winfield City Limits to its intersection with the center line of Morning View Avenue; then East to the center line of Country Club Road; then North to the center line of Crestline Drive; then North along the center line of Country Club Road 185 $\pm$  feet; then east 476 $\pm$  feet; then North to the center line of West 9<sup>th</sup> Avenue; then East to the POB.

### *Area 3-Local Historic Preservation*

That area within Area 1 bound by the following description: Point of Beginning--intersection of center line's of Andrews Street and 11<sup>th</sup> Avenue; then West to center line of alley between Manning Street and Menor Street; then North to center line of 10<sup>th</sup> Avenue; then West to center line of Menor Street; then North to center line of 8<sup>th</sup> Avenue; then East to center line of alley between Manning Street and Menor Street; then North to center line 6<sup>th</sup> Avenue; then East to center line of Millington Street; then South to center line of alley between 7<sup>th</sup> Avenue and 8<sup>th</sup> Avenue; then East to center line of Fuller Street; then South to center line of 9<sup>th</sup> Avenue; then East to center line of Andrews Street; then South to POB.

### *Area 4-Residential Properties*

Those properties within Winfield city limits having been issued a 2021-2023 Building Permit on or after January 1, 2021 for new construction of Single Family or Multi-Family (2 or more dwelling units) Dwellings.

Those residential properties within Winfield city limits having been issued a 2021-2023 Building Permit on or after January 1, 2021 for improvements on structures built 40 or more years before issuance of a 2021-2023 Building Permit.

### *Area 5-Commercial/Industrial Properties*

Those properties within Winfield city limits having been issued a 2021-2023 Building Permit on or after January 1, 2021 for new construction of commercial or industrial projects.

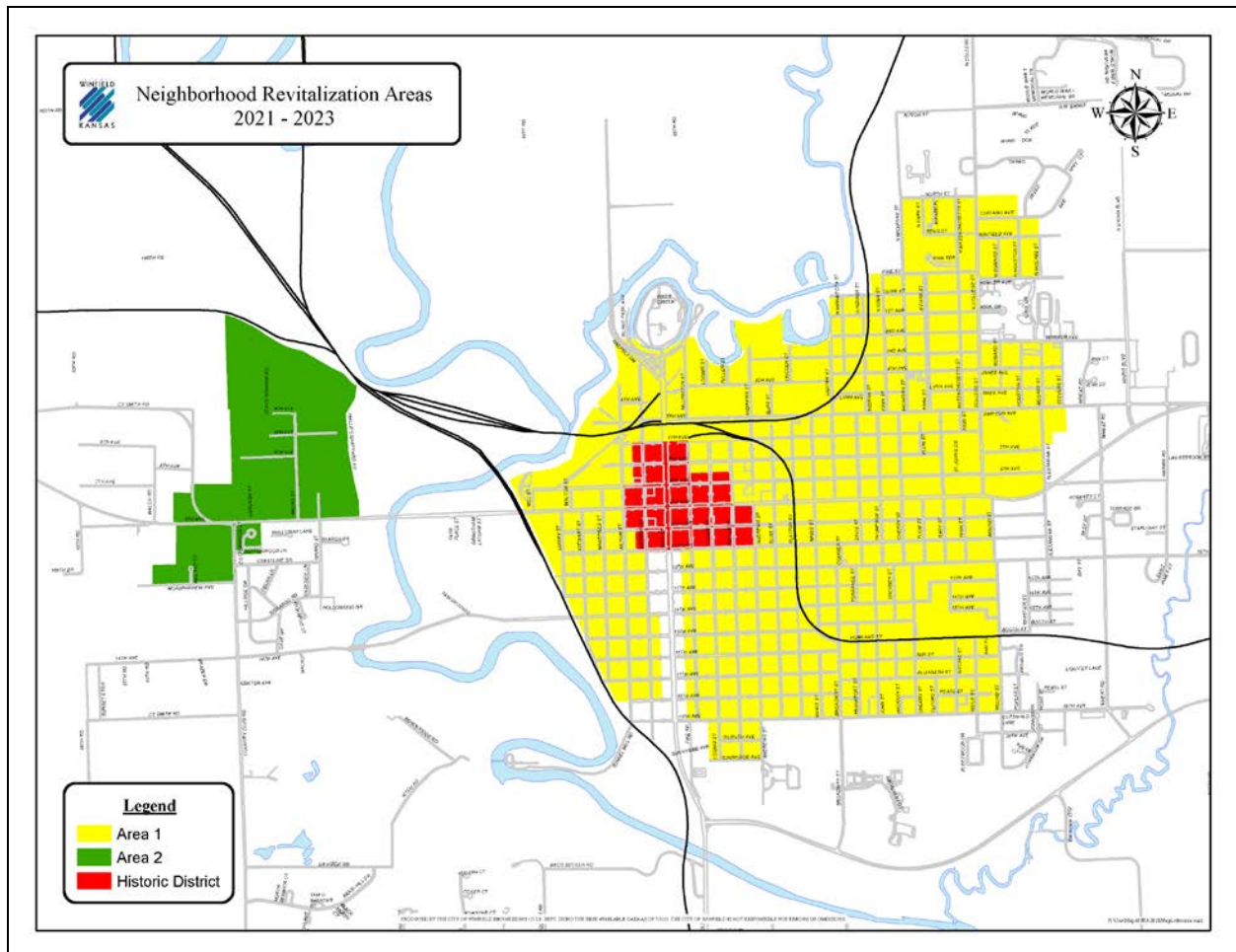
Those commercial or industrial properties within Winfield city limits having been issued a 2021-2023 Building Permit on or after January 1, 2021 for improvements on structures built 40 or more years before issuance of a 2021-2023 Building Permit.

### *Area 6-Sheriff's Sale*

Those properties within Winfield city limits acquired by delinquent tax or mortgage foreclosure. Building Permits for improvements must be issued and improvements made within 24 months after filing of Sheriff's Deed. Building Permit value for improvements must be a minimum \$20,000 to be eligible for tax rebate. Property will be removed from eligibility for the Neighborhood Revitalization Plan if Building Permit and improvement requirements are not met.



### Map A: Eligible Neighborhood Revitalization Areas



## Section 2. Plan Term and Review

This Neighborhood Revitalization Plan shall begin on January 1, 2021 and expire on December 31, 2023. The Plan and Interlocal Agreement will be reviewed annually in or before August, at which time the participating parties will determine any needed modifications.

## Section 3. Appraised Valuation of Real Property

The current assessed and appraised valuation of each parcel of real estate located within the Neighborhood Revitalization Areas, including land and building values, is available at the City of Winfield Public Improvement Department, on the Cowley County Parcel Search webpage: (<http://www.cowleycounty.org/parcelsearch>) , or at the Cowley County Appraiser's office.

## Section 4. Names and addresses of Owners of Record

The names of owners of record and addresses of each parcel of real estate located within the Neighborhood Revitalization Areas are available at the City of Winfield Public Improvement Department,

on the Cowley County Parcel Search (<http://www.cowleycounty.org/parcelsearch>) , or at the Cowley County Appraiser's office.

## **Section 5. Zoning Classifications, District Boundaries and Land Use Maps**

### *Map B: Zoning Classifications and District Boundaries*

The current Zoning Map for the City of Winfield is available at the Public Improvement Department or on the City's webpage: (<http://www.winfieldks.org/zoningmap>).

### *Map C: Land Use Map from the Comprehensive Plan*

The current Land Use Map for the City of Winfield is available at the Public Improvement Department or on the City's webpage: (<http://www.winfieldks.org/landusemap>).

## **Section 6. Improvements Planned within the Revitalization Areas**

### **Public Safety**

Rehab & Replace Fire/EMS Apparatus  
Police Cruiser Rotation  
Public Safety Facility- Fire Department  
Construction  
Public Safety Facility-Police Department Design

### **Transportation**

City Street Maintenance Plan  
State/Local CCLIP Partnership  
Sidewalk Replacement Plan

### **Parks & Recreation**

City Lake Upgrades  
Tree City Compliance  
Trail/Paths Improvements  
Splash Pad Construction

### **Utilities**

Electric Generation Upgrades  
Storm Water Upgrades  
Electric Transmission/Distribution Upgrades  
Sanitary Sewer Collection Rehab

## **Section 7. Property Eligible for Revitalization**

### **Residential Property:**

1. Rehabilitation and alterations to any existing residential structure, including the conversion of all or part of a non-residential structure into a residential structure, shall be eligible.
2. Construction of new residential structures shall be eligible.
3. Improvements to existing or construction of new residential accessory structures such as tear-off and re-roof, detached garages, carports, gazebos, storage sheds, workshops, swimming pools, etc., **shall not be eligible**. Repairs or maintenance items generally will not increase the appraised value, unless there are several major repairs completed at the same time.
4. Eligible residential property may be located anywhere in the described neighborhood revitalization areas.

### Commercial/Industrial Property:

1. Rehabilitation and alterations to any existing commercial structure used for retail, office, manufacturing, warehousing, institutional or other commercial or industrial purposes shall be eligible.
2. Construction of new commercial structures, including the conversion of all or part of a non-commercial structure into a commercial structure, used for retail, office, manufacturing, warehousing, institutional or other commercial or industrial purposes shall be eligible.
3. Improvements to existing or construction of new structures used for public utility or railroad purposes shall not be eligible. Repairs or maintenance items generally will not increase the appraised value, unless there are several major repairs completed at the same time.
4. Eligible commercial or industrial property may be located anywhere in the described neighborhood revitalization areas.

### Section 8. Criteria for Determination of Eligibility

1. Eligible properties must have Building Permits issued on or after January 1, 2021 and be located within the described Neighborhood Revitalization Areas.
2. AN APPLICATION FOR TAX REBATE **MUST** BE FILED WITHIN SIXTY (60) DAYS OF THE ISSUANCE OF A BUILDING PERMIT.
3. The minimum investment in an improvement is \$5,000, as determined by Building Permit value, for residential, commercial, and historic property.
4. Rehabilitation, alteration, or new construction of residential, commercial, and industrial properties having been issued a Building Permit on or after January 1, 2021 within the described Neighborhood Revitalization Areas could be eligible for a tax rebate. Those residential properties having been issued a Building Permit on or after January 1, 2021 for rehabilitation or alterations could be eligible for a rebate for a 100% rebate for five (5) years. Those properties having been issued a Building Permit on or after January 1, 2021 for new construction of Single-Family residences could be eligible for a 50% rebate for five (5) years on the first \$150,000 of appraised value. Those properties having been issued a Building Permit on or after January 1, 2021 for new construction of Multi-Family (2 or more dwelling units) could be eligible for a 90% rebate for seven (7) years. Those properties having been issued a Building Permit on or after January 1, 2021 for rehabilitation, alteration, or new construction of Commercial or Industrial could be eligible for a rebate for a 75% rebate for seven (7) years. Properties listed on the national or state registries or local historical area or located within the described local historic area could be eligible for a 100% rebate for ten (10) years. Evidence of listing on the national or Kansas historic registers must accompany the application. 5% of the tax increment rebate for eligible properties, other than those located in federal or state historic registries and the local historic area, will be retained by Cowley County to offset administrative costs. Those properties within Winfield city limits acquired by delinquent tax or mortgage foreclosure could be eligible for a 75% rebate for seven (7) years.
5. Property eligible for tax incentives under any other program adopted pursuant to statutory or constitutional authority shall be eligible to submit only one program per project.

6. The improvements must conform to the City of Winfield's Comprehensive Land Use and Zoning Ordinance in effect at the time the improvements are made.
7. New, as well, as existing improvements on the property must conform to all applicable codes, rules, laws, ordinances and regulations in effect at the time the improvements are made, and for the length of the rebate or the rebate may be terminated.
8. Any property that is delinquent in any tax payment or special assessment shall not be eligible for any rebate or future rebate until such time that all taxes and assessments have been paid. If such delinquency occurs after entry into the rebate program, the owner shall have no more than 90 days to bring the taxes current. If such delinquency continues beyond 90 days, the property shall no longer be eligible for a rebate.
9. Exceptions for eligibility will include but not be limited to:
  - Surface parking lots except as an accessory to a contiguous improvement
  - Railroads and utilities
  - Landscaping, sprinkler systems, fences, hot tubs, swimming pools, gazebos, storage sheds, carports, detached garages, and workshops
  - Conversion of single family to multi-family housing units
  - Manufactured or mobile homes, unless classified as a "Residential Design Manufactured Home"
  - Any property which has or will receive IRB financing and/or other tax exemption
10. Prior to declaring a building to be a dilapidated structure, the City Commission shall obtain a legal description of the property, determine the assessed value with separate values for the land and structure, and determine the owner of record.
11. The City Commission may declare that a building outside of the Neighborhood Revitalization Areas satisfies the conditions set forth in this agreement.

### Guidelines

The City Commission should review the following factors when considering a building outside of the Neighborhood Revitalization Areas.

- Condition of property
- Condition of other properties on the block
- If vacant, the length of time that the property has remained vacant
- If intended use is eligible for a Constitutional Tax or IRB Property Tax Exemption
- The appropriateness of the intended use for the zoning classification
- The impact upon city services and upon the neighborhood
- The potential for a long-term increase in property tax or sales tax receipts
- Without the adjustment, proposed project would not be financially feasible, thus risking existing tax receipts or jeopardizing future tax receipts
- Location of the property relative to other designated NRA eligible areas
- Any other factors that the City Commission should be deemed appropriate when considering a request

### Implementation

The following factors will guide the implementation of approval of a building outside of the Neighborhood Revitalization Areas.

- There will be no island adjustments. All adjustments must include the entire block, or logical geographic or physical boundaries of the property considered.
- The use of the property must be considered appropriate for the zoning classification. If, after approval, the applicant seeks a zoning change, the rebate shall immediately cease.
- The maximum tax rebate shall be 75% and the maximum length shall be 7 years.
- The application fee for all properties within the adjusted area shall be \$100
- The minimum improvements within the adjusted areas must be \$10,000 to be eligible for rebate.
- If there has been no eligible improvement made within approved area within two (2) years of authorization by City Commission, the adjusted area shall be removed from the City's Neighborhood Revitalization Plan.

### **Section 9. Contents of Application for Tax Rebate**

Applicants for the Neighborhood Revitalization Act tax rebate program should include the following information and be submitted on the following form. Each application shall require a \$50 application fee.



**APPLICATION FOR TAX REBATE**  
**City of Winfield Neighborhood Revitalization Plan**  
**2021-2023**

NRP Appl # \_\_\_\_\_

THIS FORM MUST BE SUBMITTED TO THE WINFIELD PUBLIC IMPROVEMENT  
DEPARTMENT WITHIN 60 DAYS OF OBTAINING A BUILDING PERMIT

**PART 1**

OWNER'S NAME \_\_\_\_\_

OWNER'S ADDRESS \_\_\_\_\_ NRP PROPERTY ADDRESS \_\_\_\_\_

OWNER'S EMAIL \_\_\_\_\_ OWNER'S PHONE NO. \_\_\_\_\_

(Take Parcel ID & Quick Reference numbers from your property tax statement or County Clerk's Office)

NRP PARCEL ID NO. \_\_\_\_\_ QUICK REFERENCE NO. \_\_\_\_\_

**WAS PROPERTY ACQUIRED THROUGH DELINQUENT TAX OR MORTGAGE FORECLOSURE?**

Yes ☐ No ☐ If YES, provide copy of filed sheriff's deed

IMPROVEMENT TYPE (check appropriate type)

	New Construction	Rehab, Alteration, Addition
Residential	<input type="checkbox"/>	<input type="checkbox"/>
Commercial	<input type="checkbox"/>	<input type="checkbox"/>

**DATE IMPRINTED PICTURE(S) OF PRE-IMPROVED PROJECT AREA(S) MUST BE ATTACHED TO APPLICATION**

**IMPROVEMENT DESCRIPTION:**

**CONSTRUCTION BEGAN ON:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**BUILDING PERMIT NO. (attach copy)**

\_\_\_\_\_

**BUILDING PERMIT VALUE**

\_\_\_\_\_

**ESTIMATED DATE OF COMPLETION** \_\_\_\_\_

**IS PROPERTY LISTED ON HISTORIC DISTRICT?**

Yes, attach proof of listing ☐ No ☐

IF DEMOLISHING A RESIDENTIAL STRUCTURE, COMPLETE THE FOLLOWING:

DEMOLITION PERMIT NO. \_\_\_\_\_ NUMBER OF DWELLING UNITS \_\_\_\_\_

List tenants occupying the building when purchased, if known or present tenants

**Owner's Signature:** \_\_\_\_\_

Date \_\_\_\_\_

Part 2

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AS OF JANUARY 1, FOLLOWING COMMENCEMENT OF CONSTRUCTION, THE IMPROVEMENTS ARE:

☐ COMPLETE                      ☐ APPROXIMATELY \_\_\_\_\_% COMPLETE

OWNER'S SIGNATURE

DATE

\_\_\_\_\_

CITY FINAL INSPECTION DATE \_\_\_\_\_ (attach copy)

County Appraiser must be notified upon completion of the improvements

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**For Cowley County Appraiser's Use Only**

THE ABOVE BUILDING IMPROVEMENTS APPRAISED VALUE IS:

Prior to Improvements

After improvement

Eligible for NRP rebate

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COUNTY APPRAISER'S OFFICE SIGNATURE

DATE

\_\_\_\_\_

\_\_\_\_\_

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**For Cowley County Clerk's Use Only**

AS OF \_\_\_\_\_ TAXES AND SPECIAL ASSESSMENTS ON THE PARCEL OF PROPERTY ARE:

☐ CURRENT

☐ NOT CURRENT

COUNTY CLERK'S OFFICE SIGNATURE

DATE

\_\_\_\_\_

\_\_\_\_\_

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**For City Public Improvement's Use Only**

A TAX REBATE IS AUTHORIZED IF THIS APPLICATION AND THE IMPROVEMENTS WITHIN ARE IN CONFORMANCE WITH THE REQUIREMENTS OF THE 2021-2023 CITY OF WINFIELD NEIGHBORHOOD REVITALIZATION PLAN.

☐ IS IN CONFORMANCE

☐ IS NOT IN CONFORMANCE

REASON NOT IN CONFORMANCE \_\_\_\_\_

CITY PUBLIC IMPROVEMENT OFFICE SIGNATURE    DATE

\_\_\_\_\_

\_\_\_\_\_

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## Section 10. Procedure for Submission of an Application

### Process Overview

The City will offer and advertise the availability of the tax rebate program throughout the term of the Plan. Persons or businesses planning improvement projects may contact the Public Improvement Department at any time for a discussion of eligibility. The Neighborhood Revitalization Plan application will stipulate the type of improvement to be made, renderings, a timetable for completion and any supporting documents appropriate for the type of application. Prior to beginning the project, the owner shall apply for a building permit. Once the building permit has been issued the owner has 60 days to file a complete application. At project completion/final building inspection, a reappraisal by the county appraiser will determine the property value and shall be used to calculate the tax value increment added by the improvements. At the customary time, the county treasurer shall mail tax statements based on the new appraised value. Upon payment of all taxes in full by the taxpayer, the county treasurer will initiate the tax rebate procedure. Only the increase in taxes will be rebated less any applicable administrative fees. The rebate must be made within 30 days after the next distribution date.

### How To/Where To

This program will begin receiving applications after its adoption by the Governing Body of the City of Winfield and the execution of the Interlocal Agreement with Cowley County, Unified School District #465, and Cowley County College. Thereafter, the City will process applications as they are submitted with no monthly or quarterly deadlines. Applications will be available in the Public Improvement Office, City Hall, 200 East 9<sup>th</sup> Ave., 620-221-5520.

The County Treasurer will perform the calculation of the final rebate amount based on the actual appraised value. Each month in which rebates are paid, the Treasurer will submit a report to the City Public Improvement Department showing the property before and after appraisal and the amount of the rebate.

1. The applicant shall obtain an Application for Tax Rebate from the City's webpage, ([www.winfieldks.org/nrpapplication](http://www.winfieldks.org/nrpapplication)), or the Public Improvement Department, City Hall, 200 E. Ninth, Monday through Friday (excepting City observed holidays) during regular office hours.
2. The applicant shall complete and sign Part 1 of the application and file the original with Public Improvement Department within 60 days following issuance of the building permit. A \$50 application fee shall accompany the application. A valid copy of the building permit and date imprinted photos of the pre-improve project area(s) must be attached to the application.
3. The applicant shall certify the status of the improvement project as of January 1 following the commencement of construction by completing and signing Part 2 of the application. The Public Improvement Department shall notify the Appraiser's Office of the application status as certified by the applicant.
4. Upon a notification of project completion/final building inspection from the City, the County Appraiser shall conduct an on-site inspection of the construction project and determine the new valuation of the real estate and shall complete its portion of the application and report the new valuation to the County Treasurer and Clerk by June 1 of the year following project completion. The tax records on the project shall be revised by the County Clerk's Office.



5. Upon determination by the County Appraiser's Office of the value of the improvements and a determination by the County Clerk's office of the property taxes and assessments, the Public Improvement Department shall certify that the project and application does or does not meet the requirements for a tax rebate and shall notify the applicant and the County Appraiser's Office of the rebate percentage due for each year of the rebate period.
6. Any property that is delinquent in any tax payment or special assessment shall not be eligible for any rebate or future rebate until such time that all taxes and assessments have been paid. If such delinquency occurs after entry into the rebate program, the owner shall have no more than 90 days to bring the taxes current. Upon full payment of any tax or special assessment for the subject property for the initial and each succeeding tax year extending through the specified rebate period, a tax rebate shall be made to the applicant less applicable administrative fees as specified in the Interlocal Agreements. The tax rebate shall be made by the County Treasurer within 30 days after the next distribution date. The tax rebate shall be made from the Neighborhood Revitalization Fund established by Cowley County and other taxing units participating in the Interlocal Agreement. The Public Improvement Department shall make periodic reports on the tax rebate program to the City Commission and other taxing units accordingly.
7. The Public Improvement Department shall provide the County Clerk and City Finance Department 30 days prior to the expiration of the final rebate period for each property receiving a tax rebate.

## **Section 11. Standards and Criteria for Review and Approval**

1. The property for which a rebate is requested shall conform with all applicable city codes and regulations in effect at the time the improvements are made and shall remain in conformance for the duration of the rebate period or the rebate may be terminated.
2. Any property that is delinquent in any tax payment or special assessment, including BID assessments, shall not be eligible for a rebate until such time as all taxes and assessments have been paid.
3. Following establishment of the increase in assessed value resulting from a specific improvement, the fixed rebate percentage shall be applied to any change in assessed value or mill levy during subsequent years.
4. The Public Improvement Department shall have the authority and discretion to approve or reject applications based on the eligibility standards and review criteria contained herein. If an applicant is dissatisfied with the Department's decision, a no-cost written appeal may be submitted to the Planning Commission for determination.

## **Section 12. Statement Specifying Rebate Formula**

### **Program Period:**

Eligible properties must have: Building Permits with a minimum value of \$5,000; Building Permits issued on or after January 1, 2021; and meet a designated Neighborhood Revitalization Area definition.

*Rebate Period/Amount:*

Residential Properties

- Residential Rehabilitation and Alterations: 5 years/100%
- New Construction Single-Family Residential: 5 years/50% (first \$150,000 Appraised Building Value)
- New Construction Multi-Family Residential (2 or more dwelling units): 7 years/90%
- Delinquent Tax or Mortgage Foreclosure's Rehabilitation and Alterations: 7 years/75%

Commercial/Industrial Properties

- New Construction Commercial or Industrial: 7 years/75%
- Commercial and Industrial Rehabilitation and Alterations: 7 years/75%
- Delinquent Tax or Mortgage Foreclosure's Rehabilitation and Alterations: 7 years/75%

Properties in National, Kansas Registries or Local Historical Areas

- Residential, Commercial, or Industrial Properties: 10 years/100%

5% of the tax increment rebate of improvements to be retained by Cowley County to offset administrative costs of the City of Winfield Neighborhood Revitalization Plan. Those properties listed on Federal or State Historical Registries and the Local Historic Area will not pay the 5% County administrative costs.

(First published in the Cowley Courier Traveler on Friday, November 6, 2020)

**BILL NO. 2085**

**ORDINANCE NO. 4141**

**AN ORDINANCE**

**ADOPTING** a Neighborhood Revitalization Plan and designating Revitalization Areas, all as provided for in K.S.A. 12-17,114 et seq., Neighborhood Revitalization Act.

**WHEREAS**, the Governing Body of the City of Winfield, Kansas, wishes to adopt a plan to assist the rehabilitation, conservation, or redevelopment of certain designated areas within the city of Winfield in order to protect the public health, safety or welfare of the residents of the community; and

**WHEREAS**, in accordance with the requirements of K.S.A. 12-17,117 (c), Notice of Public Hearing was published at least once each week for two consecutive weeks in a newspaper of general circulation within the city, and a public hearing was held by the Governing Body on November 2, 2020 to receive public comment regarding the proposed Neighborhood Revitalization Plan.

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

**Section 1.** The Governing Body of the City of Winfield, Kansas, does hereby adopt the 2021-2023 Neighborhood Revitalization Plan, attached herein, and incorporated by reference as if fully set forth herein.

**Section 2.** The Governing Body of the City of Winfield, Kansas, hereby designates the real property described as the Neighborhood Revitalization Areas, and finds that the following conditions exist within said area: 1) a predominance of buildings which, by reason of dilapidation or obsolescence, are detrimental to public health, safety and welfare; 2) a substantial number of deteriorating structures which impair the sound growth of the city, retards the provision of housing and constitutes an economic liability; and 3) a predominance of buildings which, by reason of age, history or architecture, are significant and should be restored to productive use, and finds that the rehabilitation, conservation; and redevelopment of said area is necessary to protect the health, safety and welfare of the residents of the city. Said areas of real property designated as the Neighborhood Revitalization Areas are as follows:

**Area 1-MidTown**

That area within the city of Winfield bound by the following description: Point of Beginning-- intersection of center lines of 18<sup>th</sup> Avenue and Manning Street; then West to East r-o-w line of BNSF RR; then Northerly along said RR r-o-w to its intersection with South r-o-w line of Flood Levee; then Easterly along said Levee r-o-w to its intersection with Olive Street; excluding

Island Park and the Timber Creek Nature Center area; then Easterly to East r-o-w line of SK & O RR; then Northerly along said r-o-w to its intersection with center line of Pine Street; then East to center line of Michigan Street; then Northerly to the center line of North Street; then Easterly intersecting an extension of the center line of Houston Street 375 feet  $\pm$  North of Chicago Avenue; then South along said extension of Houston Street to its intersection with center line of Chicago Avenue; then Easterly intersecting an extension of the center line of McCabe Street; then South to center line of Fowler Avenue; then West to center line of College Street; then South to the center line of Warren Street; then East to center line of Stevens Street; then South to center line of Simpson Avenue; then East to a point 575 feet  $\pm$  West of the intersection of Simpson Avenue and Wheat Road; then South 420 feet  $\pm$ ; then West 260 feet  $\pm$ ; then South 200 feet  $\pm$ ; then West to center line of Alexander Street; then South to center line of 9<sup>th</sup> Avenue; then West to center line of Mound Street; then South to center line of 19<sup>th</sup> Avenue; then West to center line of Broadway Street; then South to the center line of Sunnyside Avenue extended; then West to center line of alley between Loomis Street and Pike Road; then North to center line of 19<sup>th</sup> Avenue; then West to center line of alley between Main Street and Millington Street; then North to center line of 11<sup>th</sup> Avenue; then West to center line of Manning Street; then South to center line of 14<sup>th</sup> Avenue; then East to center line of alley between Main Street and Manning Street; then South to center line of 18<sup>th</sup> Avenue; then West to POB.

#### Area 2-West Ninth

That area within the city of Winfield bound by the following description: Point of Beginning--intersection of center lines of West 9<sup>th</sup> Avenue and Phillips Shepherd Road; then North following the center line of Phillips Shepherd Road to its intersection with Winfield City Limits; then westerly and southerly along Winfield City Limits to its intersection with the center line of Morning View Avenue; then East to the center line of Country Club Road; then North to the center line of Crestline Drive; then North along the center line of Country Club Road 185 $\pm$  feet; then east 476 $\pm$  feet; then North to the center line of West 9<sup>th</sup> Avenue; then East to the POB.

#### Area 3-Local Historic Preservation

That area within Area 1 bound by the following description: Point of Beginning--intersection of center lines of Andrews Street and 11<sup>th</sup> Avenue; then West to center line of alley between Manning Street and Menor Street; then North to center line of 10<sup>th</sup> Avenue; then West to center line of Menor Street; then North to center line of 8<sup>th</sup> Avenue; then East to center line of alley between Manning Street and Menor Street; then North to center line 6<sup>th</sup> Avenue; then East to center line of Millington Street; then South to center line of alley between 7<sup>th</sup> Avenue and 8<sup>th</sup> Avenue; then East to center line of Fuller Street; then South to center line of 9<sup>th</sup> Avenue; then East to center line of Andrews Street; then South to POB.

#### Area 4-Residential Properties

Those properties within Winfield city limits having been issued a 2021-2023 Building Permit on or after January 1, 2021 for new construction of Single Family or Multi-Family (2 or more dwelling units) Dwellings.

Those residential properties within Winfield city limits having been issued a 2021-2023 Building Permit on or after January 1, 2021 for improvements on structures built 40 or more years before issuance of a 2021-2023 Building Permit.

Area 5-Commercial/Industrial Properties

Those properties within Winfield city limits having been issued a 2021-2023 Building Permit on or after January 1, 2021 for new construction of commercial or industrial projects.

Those commercial or industrial properties within Winfield city limits having been issued a 2021-2023 Building Permit on or after January 1, 2021 for improvements on structures built 40 or more years before issuance of a 2021-2023 Building Permit.

Area 6-Sheriff's Sale

Those properties within Winfield city limits acquired by delinquent tax or mortgage foreclosure. Building Permits for improvements must be issued and improvements made within 24 months after filing of Sheriff's Deed. Building Permit value for improvements must be a minimum \$20,000 to be eligible for tax rebate. Property will be removed from eligibility for the Neighborhood Revitalization Plan if Building Permit and improvement requirements are not met.

**Section 3.** This ordinance shall be in full force and effect upon publication in the official city newspaper.

**ADOPTED** this 2<sup>nd</sup> day of November 2020.

\_\_\_\_\_  
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** and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an Interlocal Agreement between the City of Winfield, Cowley County, Unified School District #465, and Cowley College, providing for the adoption of a plan pursuant to the Neighborhood Revitalization Act, K.S.A. 12-17,114 et seq.

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**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 Interlocal Agreement between the City of Winfield, Cowley County, Unified School District #465, and Cowley College, providing for the adoption of a plan pursuant to the Neighborhood Revitalization Act, K.S.A. 12-17,114 et seq.; a copy of which is attached hereto and made a part hereof.

**Section 2.** Prior to its entry into force, this Interlocal Agreement, made pursuant to K.S.A. 12- 2901 et seq., shall be approved by the Kansas Attorney General and registered with the Cowley County Register of Deeds, as well as the Kansas Secretary of State.

**ADOPTED** this 2nd day of November 2020.

(SEAL)

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Phillip R. Jarvis, Mayor

ATTEST:

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Brenda Peters, City Clerk

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

Approved for Governing Body action: \_\_\_\_\_  
Taggart Wall, City Manager



## Request for Commission Action

Date: October 27, 2020

Requestor: Gary Mangus, Assistant to the City Manager

A handwritten signature in dark ink, appearing to read "G Mangus".

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**Action Requested:** November 2, 2020 Commission Agenda Item: Consider Quail Ridge Golf Course irrigation control system quotes

**Analysis:** The current TORO Vari-Time II central irrigation controller, installed in 1992, has slowly deteriorated to the point of being unusable. The system is obsolete, and parts are no longer available to repair failed components. Currently each of the 32 satellite controllers on the golf course must be manually programmed and run in a "Stand Alone" configuration. Whenever a change is required in the irrigation schedule or irrigation run times, each satellite must be physically re-programmed.

Representatives for TORO Golf and Rain Bird Golf were asked to provide quotes to renovate the water management system at Quail Ridge. Quotes include a new central control system, weather station, interface compatible satellite controllers, remote radio system, and satellite pedestals. TORO quoted their Lynx system for \$158,447.14 plus one of three weather station options, attached. Rain Bird quoted their Stratus LT system for \$119,510.62 weather station included, attached.

Staff is recommending replacing the current central controller and satellites with the Rain Bird Stratus LT central controller and SAT LINK satellites. The central controller is PC based, and the SAT LINK is a 900mHz wireless system. This will allow a reduction from 32 satellite controllers to 22 satellite controllers and offer a much greater number of irrigation programs. The system comes with a solar powered weather station that can be used to make real-time irrigation adjustments based upon on-site weather conditions. The system can also be remotely controlled by handheld radio and graphical interface on a tablet or smart device. The GPS mapping feature in the software also provides a graphical presentation of the irrigation system where individual heads can be selected on the map and turned on remotely as needed.

Many top courses world-wide have chosen Rain Bird as their central irrigation control system solution. Some of the area courses with the same or similar system include Prairie Dunes | Hutchinson, Colbert Hills | Manhattan, Shadow Glen Golf Club | Olathe, Milburn Golf & Country Club | Overland Park, and Big Cedar Golf | Branson, to name a few.

**Fiscal Impact:** Funds for the purchase of an irrigation control system project have been identified within the Five-Year Capital Improvement Budget for the past couple of years. The original project estimate was \$200,000. Year ending cash available 12/31/2019 for this activity was \$120,766. An additional \$75,000 was proposed for 2020.

**Attachments:** Rain Bird/TurfWerks quote, TORO/Professional Turf Products quote

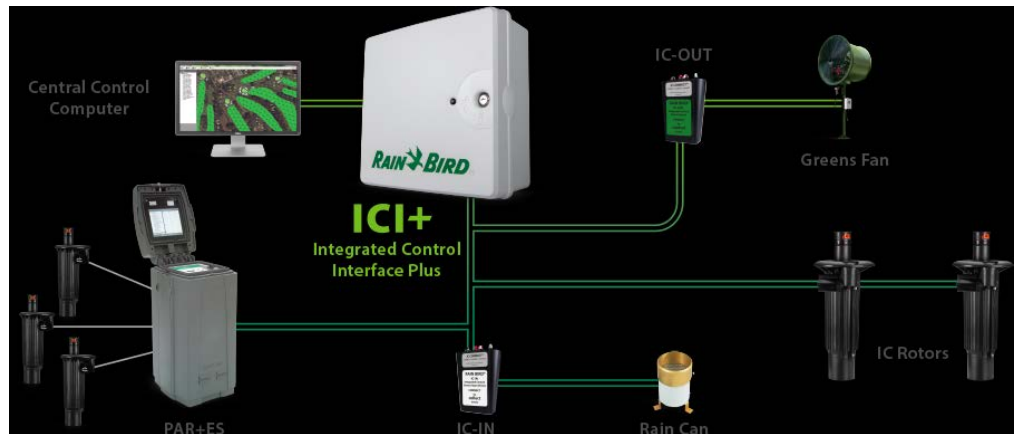
## Request for Commission Action



Current TORO Vari-Time II Central Controller



Rain Bird ICI+ Interface







5225 NW Beaver Drive  
Johnston, IA 50131  
Toll Free: 877-544-8102  
Fax: 515-270-0117

QUAIL RIDGE G.C.

WINFIELD KS

JEFF ALDRICH

<b>DATE</b>	<b>SALESMAN</b>	<b>P.O.#</b>	<b>SHIP VIA</b>	<b>TERMS</b>
10/8/2020	Jamie Chambers			NET 30

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
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### CENTRAL CONTROL

H92001G1	STRATUS LT 1 YR GSP V8	1	EA.	4989.91	4989.91
001351	2 YR GSP EXTENSION	2	EA.	6410.14	12820.28
UPS	BACK UP POWER SUPPLY FOR COMPUTER	1	EA.	500.00	500.00
PROGRAMMING	DATABASE PROGRAMMING INCLUDING GPS MAP IMPORT	1	EA.	0.00	0.00
GPS MAPPING	SUB CENTIMETER MAPPING OF BOUNDARIES AND POINTS	1	EA.	0.00	0.00
START UP	CERTIFIED START-UP	1	EA.	0.00	0.00

### WEATHER STATION

H59945	WSPRO LT WL 916 MHZ SOLAR	1	EA.	7023.13	7023.13
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### HAND HELD RADIO CONTROL

H59504	FREEDOM HAND HELD REMOTE RADIO SYSTEM	1	EA.	7260.65	7260.65
HA1100	POLYPHASER N-TYPE FEMALE	1	EA.	127.85	127.85
RADIOLICENSEF	FCC LICENSE FREEDOM ONLY	1	EA.	800.00	800.00
TRT60	60" TRIPOD MOUNT	1	EA.	63.65	63.65
161005PHS	10' X 1 1/4" GALVANIZED MAST	1	EA.	25.32	25.32

### RAINBIRD CONTROLLERS

#### PAR + ES LINK LESS RADIO

HP350032	32 STA SAT LINK	22	EA.	2514.47	55318.34
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### CENTRAL INTERFACES

HS6099	ICI + LINK	1	EA.	6521.74	6521.74
H49001	LINK 900 KIT FOR MIM LINK OR ICI+ LINK	1	EA.	914.87	914.87

### CONTROLLER PARTS

H49008	LINK 900 KIT FOR LARGE PEDESTAL (NEEDED FOR LINK900)	22	EA.	956.57	21044.54
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### CONTROLLER SURGE PROTECTION

AG2401C	120V PROTECTION FROM REGENCY	22	EA.	95.47	2100.34
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#### TERMS AND CONDITIONS:

*\*Prices do not include any applicable shipping charges or sales tax unless stated.*  
*\*All additional materials ordered after original shipment will be subject to freight charges. All returns are subject to freight charges.*  
*\*All returns are subject to restocking fee's. Those fee's will be determined by each vendor (25%). All returns must be in like new condition.*  
*\*Pipe Prices Guaranteed 14 days from quote date*  
*\*Wire Prices Guaranteed 14 days from quote date*

<b>SUBTOTAL</b>	\$	119,510.62
<b>FREIGHT EST</b>		
<b>MISC</b>		
<b>TOTAL</b>	\$	119,510.62

*\*All other Prices Guaranteed for 30 days from 10/8/2020*  
*\*Materials after the guarantee date will be subject to price increases.*  
*\*This estimate is provided for Customer convenience. Turfwerks does not guarantee any materials quantities for projects. You should compare these quantities to your own.*

<b>MATERIALS SUBTOTAL</b>	<b>*</b>	<b>\$ 119,510.62</b>
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<b>MATERIALS TOTAL</b>	<b>*</b>	<b>\$ 119,510.62</b>
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*\*By signing this agreement you agree to all of the above terms and conditions:*

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Integrated Control System (IC System™)





# INNOVATIVE. POWERFUL. COMPLETE. **STILL THE ONLY ONE OF ITS KIND.**

## Integrated Control Module

Eliminate Satellites, Hubs and Decoders

Rain Bird® IC System™ — true,  
two-way integrated control.

As a revolutionary technology in golf course irrigation, the IC System is a game-changer. Gain instant diagnostics and single-head control from anywhere via computer, smartphone or tablet. And now with ICI+ and IC CONNECT, the IC System provides more precision and control than ever before.

## IC CONNECT™

Expand the Power of Your System



# EXPAND YOUR POSSIBILITIES.

## Satellite + IC System.

The ICI+ lets you create a flexible renovation plan that works for your course while minimizing disruption to play. By updating your existing Rain Bird Controllers with the IFX Board\*, satellite courses now have an easier path to upgrade to the IC System.

## Integrated Control Interface Plus (ICI+)

Complete Control in One Interface

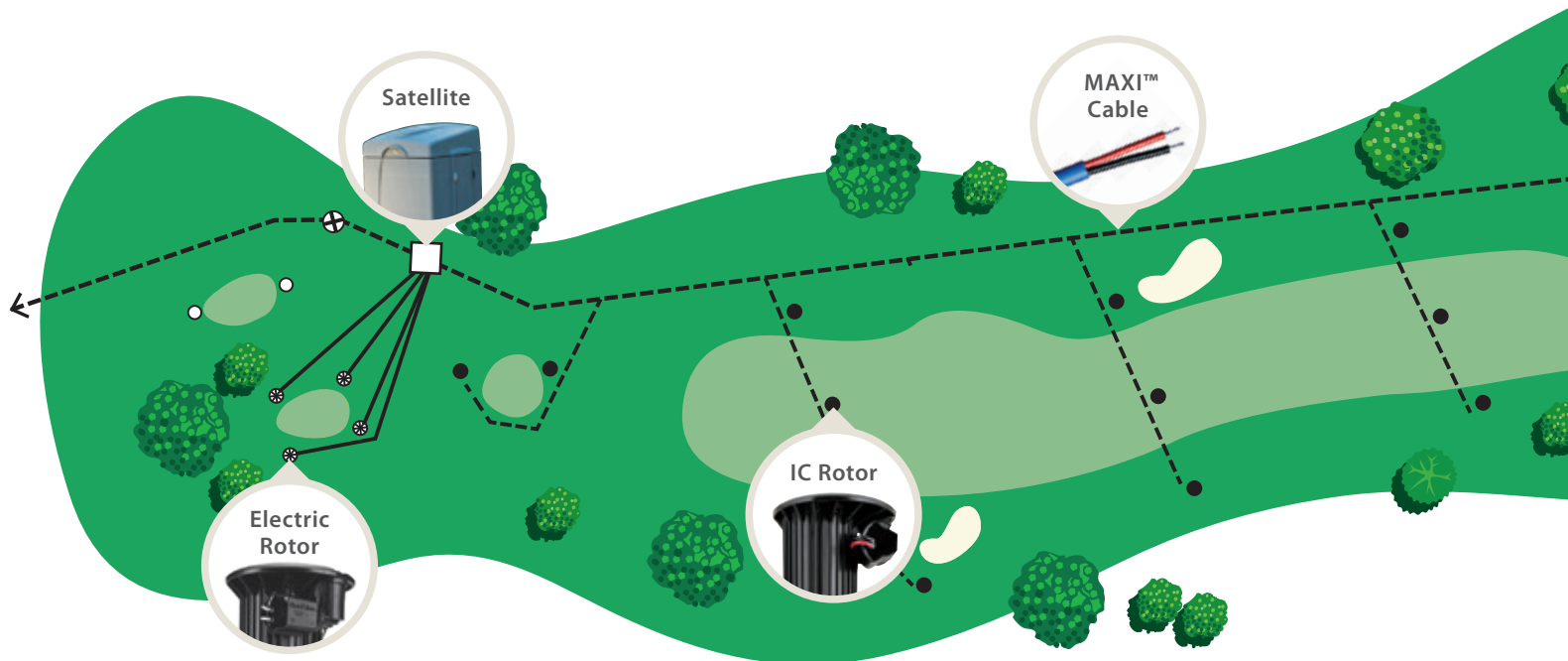
## IFX Technology

Simply add IC to existing MAXI™ Cable\*



**IFX**  
CONNECTED

\* The IFX Satellite Board is standard in all new Rain Bird PAR+ES Satellites and is compatible with all MSC+, PAR+ and PAR+ES Satellites. Requires a Rain Bird ICI+ Interface.



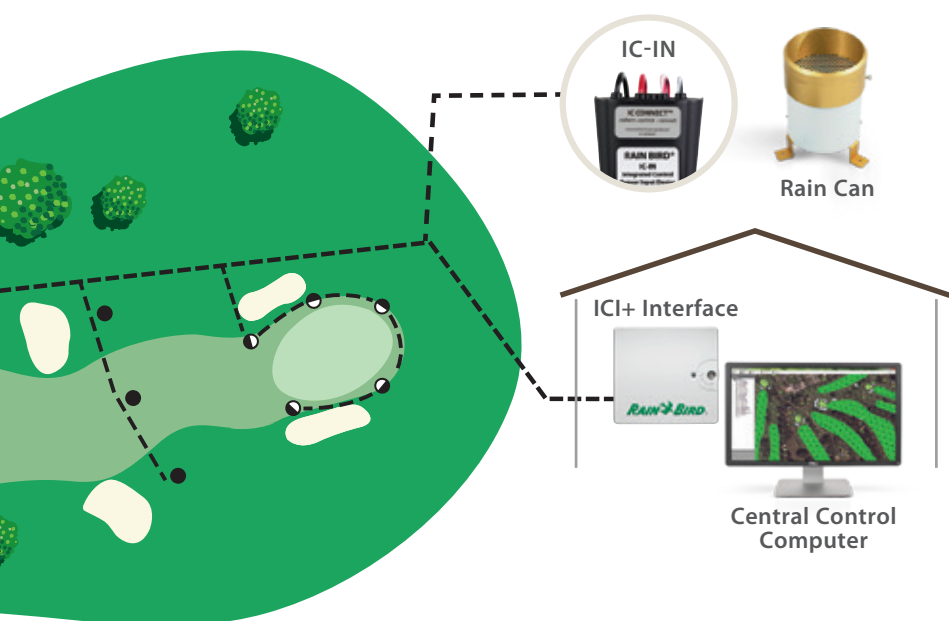
## Streamlined Installation

- > **NO** HUBS OR DECODERS
- > UP TO **90%** LESS WIRE
- > UP TO **50%** FEWER SPLICES

## Superior Course Management

- > **45 SECONDS** TO TEST OVER 1,000 STATIONS
- > **QUICK** ACCESS CONTROL AND DIAGNOSTICS
- > **PRECISION** IRRIGATION AND WATER SAVINGS





## Simplified from Installation to Expansion

Only the Rain Bird® IC System™ brings you advanced features in a simplified, easily expandable design. Whether you're looking to install a new IC System, upgrade in phases or expand by adding IC, the innovative technologies from Rain Bird make every step of the process seamless.

### Easy Expansion

- > **ADD** COMPONENTS ANYWHERE THERE IS MAXI CABLE
- > **MANAGE** FIELD EQUIPMENT WITH IC CONNECT
- > **CONNECT** TO MULTIPLE SENSORS WITH IC CONNECT

# Golf Courses Around the World Trust the Rain Bird® IC System™

When excellence is the expectation, more professionals choose Rain Bird than any other brand.

"With the IC System, we're in touch with every sprinkler head 24/7. To have that kind of information from a diagnostics standpoint—and to know that our system is running at top performance—is critical to our success."

— **Chris Dalhamer, CGCS**  
**Former Director of Golf Course Maintenance**  
Pebble Beach Golf Links | Pebble Beach, CA

"The diagnostics of the IC System are great. We can instantly run pass/fail and check voltage to know we're not losing anything out on the golf course. With that instant feedback, we'll know there's a problem before the turf ever knows there's an issue."

— **Blair Kirby, Director of Course Maintenance**  
The Club at Admirals Cove | Jupiter, FL

"Choosing IC System was an easy decision. Now, we can be more precise and use less water while achieving a better result for our members. We've seen cost savings, too."

— **Asa Nordstrom, General Manager and CEO**  
Ålands Golfklubb | Kastelholm, Åland Islands

“The ICI+ interface has been a **game changer** here at St. George's. We've been able to add IC System to all new renovations that we're doing while keeping existing systems in place on other parts of the course. It allowed us to **implement the IC System earlier than we anticipated.**”

— **Ian McQueen**  
**Golf Course and Property Manager**  
St. George's Golf and Country Club  
Ontario, Canada



“We picked IC System to know that we are **prepared for the future**. Rain Bird showed us that the system is able to adapt in the upcoming years, and getting a system that upgrades without problem was important to us.”

— **Thomas Ahlberg,**  
**Club Manager and CEO**  
Bokskogens Golfklubb  
Bara, Sweden



Photocredit: Pär-Martin Hedberg





“ The main reason I selected the **IC System** was because I didn't want satellites on the course. **Less is more** here at Somerset Hills, we try to keep it very simplistic. ”

— Ryan Tuxhorn, Superintendent  
Somerset Hills Country Club  
Bernardsville, NJ



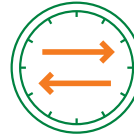
“ It's just a great leap forward. And I think what they've got to go forward with, **the sky's the limit.** ”

— Blair Kirby, Superintendent  
The Club at Admirals Cove  
Jupiter, FL

# The TRUE Benefits™ of a Rain Bird System

## Timeless Compatibility™

Make affordable hardware or software updates anytime.



## Real-Time Response

Access live, constant interaction with the field.



## Unmatched Quality

Install rigorously tested products that are built to last.



## Easy To Use

Spend less time managing your irrigation.



Only the **tested and proven** Rain Bird IC System offers superior course management. See how at [rainbird.com/ICAdvantage](http://rainbird.com/ICAdvantage).



**Rain Bird Corporation**  
970 West Sierra Madre Avenue  
Azusa, CA 91702  
Phone: (626) 812-3400  
Fax: (626) 812-3411

**Rain Bird Technical Services**  
(866) GSP-XPRT (477-9778)  
(U.S. and Canada)

**Rain Bird Corporation**  
6991 East Southpoint Road  
Tucson, AZ 85756  
Phone: (520) 741-6100  
Fax: (520) 741-6522

Follow us @RainBirdGolf 

**Rain Bird International, Inc.**  
1000 West Sierra Madre Avenue  
Azusa, CA 91702  
Phone: (626) 963-9311  
Fax: (626) 852-7343

[rainbird.com/golf](http://rainbird.com/golf)



Professional Turf Products, L.P.  
 Bobby Anderson  
 1010 North Industrial Blvd.  
 Euless, Texas 76039  
 (817) 875-5791  
 andersonb@proturf.com



Ship To:	Quail Ridge Golf Course	Date:	September 30, 2020
Bill To:		Tax Rate:	TBD
Contact:	Jeff Aldrich		
Address:	3805 Quail Ridge Dr, Winfield, KS, 67156-8890	Account Executive:	Derek Branting
Phone:	(316) 221 5645		
Email:	jaldrich@winfieldks.org		
Comments:			

<b>BUDGET</b>
---------------

Qty	Model #	Description	Unit	Extended
2	CT320	CT 320 Flint Ignitor	\$16.56	\$33.12
22	CGT1161G	GT1161G 2 WAY (6 & 8 Awg)	\$16.33	\$359.26
22	GR588	5/8" x 8' Ground Rods	\$28.33	\$623.26
22	GRPL4X96	4" x 96"	\$170.00	\$3,740.00
22	TVB-10RND-GY	BOX,TORO VALVE, 10X10 ROUND, GRAY	\$10.50	\$231.00
1	GT	Ground Testing (Includes up to 30 Ground Points w/ maximum 8 Hours onsite)	\$1,000.00	\$1,000.00
		<b>Grnd and Surge (If NEEDED)</b>		<b>\$5,986.64</b>
2	TK3180K4LKP	Full Key Pad, 512 Ch 5W, UHF 450-520mhz, Heavy Duty 2yr War	\$850.00	\$1,700.00
1	BUDGET	STANDARD ANTENNA BUDGET (Could be higher or lower based on Site Survey	\$1,500.00	\$1,500.00
1	RF_Opt	RF Optimization (Includes Frequency Survey, FCC License application, and STANDARD Antenna Installation)	\$2,500.00	\$2,500.00
		<b>Radio Equipment</b>		<b>\$5,700.00</b>
9	G4-16P6R4	OSMAC G4, 16 STATIONS, GREEN, LVL 4	\$3,982.00	\$35,838.00
12	G4-32P6R4	OSMAC G4, 32 STATIONS, GREEN, LVL 4	\$4,772.00	\$57,264.00
1	G4-48P6R4	OSMAC G4, 48 STATIONS, GREEN, LVL 4	\$5,857.00	\$5,857.00
		<b>Toro G4 Satellites</b>		<b>\$98,959.00</b>
1	LX-01-5-01	LYNX CE, OSMAC, STD, 5YR	\$37,292.50	\$37,292.50
1	RIU-01	RADIO INTERFACE UNIT, SINGLE RADIO	\$7,009.00	\$7,009.00
1	CS_Opt	CS Optimization (Includes BASIC Lynx Database programming, BASIC onsite training)	\$3,500.00	\$3,500.00
		<b>Toro Centrals</b>		<b>\$47,801.50</b>
			<b>SubTotal</b>	<b>\$158,447.14</b>
			<b>Tax (TBD)</b>	<b>TBD</b>
			<b>TOTAL</b>	<b>\$ 158,447.14</b>



**Comments:**

**Pricing Assumes Professional Turf Products acquires ownership of older sprinkler heads & control system components taken out of service.**

**Some components may require a production deposit upon order implementation.**

**Terms & Conditions:**

1. Pricing, including finance options, valid for 30 days from time of quotation.
2. After 30 days all prices are subject to change without notice.
3. Used and Demo equipment is in high demand and availability is subject to change.
  - A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
  - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
  - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
4. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

**Returns Policy:**

1. All returns are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.
4. Professional Turf Products will have sole discretion as to the resalable condition of the product.
5. This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

**Payment:**

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
  - A. PTP will work with third party financial institutions to secure leases when requested to do so.
  - B. When using third party financiers, documentation fees & advance payments may be required.
  - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
  - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
  - E. New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.

This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.



# Professional Turf Products, L.P.

Bobby Anderson  
1010 North Industrial Blvd.  
Eules, Texas 76039  
(817) 875-5791  
andersonb@proturf.com



**Count on it.**

Ship To:	Quail Ridge Golf Course	Date:	October 16, 2020
Bill To:		Tax Rate:	TBD
Contact:	Jeff Aldrich		
Address:	3805 Quail Ridge Dr, Winfield, KS, 67156-8890	Account Executive:	Derek Branting
Phone:	(316) 221 5645		
Email:	jaldrich@winfieldks.org		
Comments:			

## Weather Station Options

Qty	Model #	Description	Unit	Extended
1	3000ET	Spectrum Weather Station with Installation	\$4,288.00	\$4,288.00
1	TTW916-B-SP	Campbel Turfweather with Installation	\$6,066.91	\$6,066.91
1	T107	Campbel T107 Weather Station with Installation	\$12,183.50	\$12,183.50

### Comments:

**Pricing Assumes Professional Turf Products acquires ownership of older sprinkler heads & control system components taken out of service.**

**Some components may require a production deposit upon order implementation.**

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This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.



**TORO®**

**Lynx® Central Control**

**ALL YOUR IRRIGATION  
INFORMATION AT  
YOUR FINGERTIPS**





More information & demo video on

**[www.toro.com/lynx](http://www.toro.com/lynx)**

# BETTER INFORMATION FOR **BETTER DECISIONS**

The Toro® Lynx® Central Control System was developed specifically to help you address the unique challenges and changing priorities you face every day. With Lynx, you can now have all of your essential irrigation information readily available in one place, conveniently combined into a single, intuitive interface.



## **Easy to Set Up**

Lynx® was developed for quick setup – it gives you a fast, accurate way to setup your system to put water exactly where you want it, and then allows you to make edits as your course conditions change.



## **Easy to Use**

Lynx® has a distinct user interface that combines all essential data and intuitively presents the information you need (alerts, scheduled watering and more) at a glance. It's easy to access all the information you need with one click through your Favorites Menu.



## **Easy to Control**

Lynx® empowers you to take quick, accurate action to effectively control and manage your golf course by providing past, present and future course information from multiple sources into a single, intuitive interface.



## **National Support Network (NSN®)**

Toro's exclusive National Support Network provides software and network assistance from experienced service professionals who understand what you need. NSN Connect™ allows easy remote access to your irrigation system.





Our purpose is to help our customers  
enrich the beauty, productivity and  
sustainability of the land.

The Lynx<sup>®</sup> System helps you to:

- ✓ Optimally **manage** your water and resources
- ✓ Find more **time** in your day for other tasks
- ✓ Maximize your course **playability and aesthetics**
- ✓ Control your **costs** for water, utilities and labor



**Dynamic pulldown**  
to hide/show  
course name.

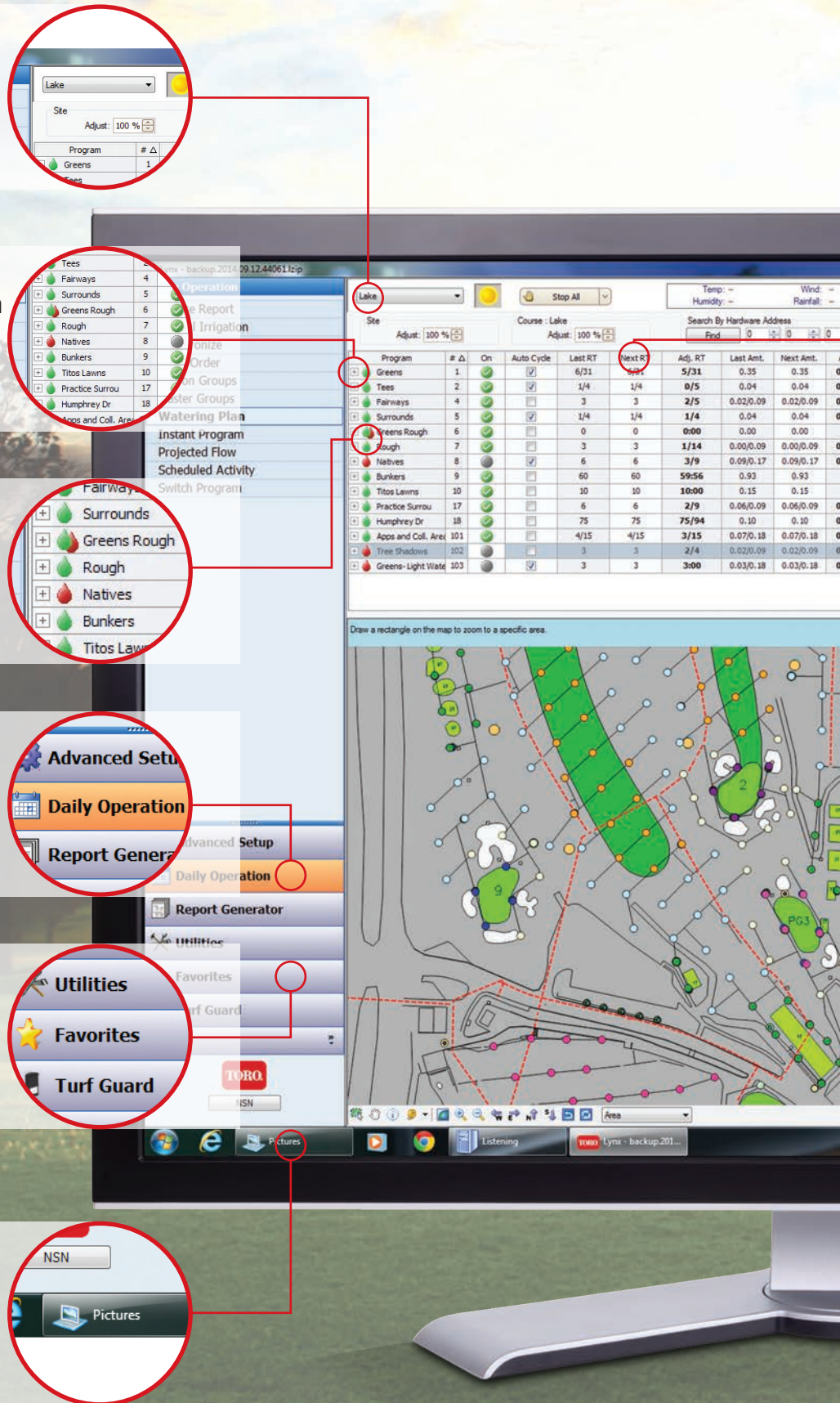
**Dynamic drilldown**  
by area, for quick  
overview.

The color of the  
**water drop** tells  
you if it's going to  
irrigate or not.

**Simple menu**  
with all functions.

**Save the most  
important pages**  
in favorites for  
quick access.

**Dynamic tabs**  
to hide/show  
open folders.







More information & demo video on  
[www.toro.com/lynx](http://www.toro.com/lynx)

Adj. Amt.	Pct. Adjust	Start Time	Priority	Active Days	RT Calc	ET Mode	ET Source	Ref ET	Rainfall	Turf Guard
0.25/0.49	100	5:45 AM	A	26 27 28 29 30 1 2	User Defined	None	None	None	None	
0.01/0.08	100	11:00 PM	A	26 27 28 29 30 1 2	User Defined	None	None	None	None	
0.02/0.09	100	1:00 AM	A	26 27 28 29 30 1 2	User Defined	None	None	None	None	
0.03/0.06	100	10:00 PM	A	26 27 28 29 30 1 2	User Defined	None	None	None	None	
0.00	100	10:00 PM	A	26 27 28 29 30 1 2	User Defined	None	None	None	None	
0.00/0.25	100	10:30 PM	A	26 27 28 29 30 1 2	User Defined	None	None	None	None	
0.04/0.17	100	1:00 AM	A	26 27 28 29 30 1 2	User Defined	None	None	None	None	
0.93	100	4:00 AM	A	26 27 28 29 30 1 2	User Defined	None	None	None	None	
0.15	100	5:00 AM	A	26 27 28 29 30 1 2	User Defined	None	None	None	None	
0.01/0.09	100	5:00 AM	A	26 27 28 29 30 1 2	User Defined	None	None	None	None	
0.10/0.13	100	11:00 PM	A	26 27 28 29 30 1 2	User Defined	None	None	None	None	
0.05/0.18	100	4:00 AM	A	26 27 28 29 30 1 2	User Defined	None	None	None	None	
0.02/0.09	100	9:30 PM	A	26 27 28 29 30 1 2	User Defined	None	None	None	None	
0.03/0.18	100	6:15 AM	A	26 27 28 29 30 1 2	User Defined	None	None	None	None	

Adj. Amt.
0.25/0.49
0.01/0.08
0.02/0.09
0.03/0.06
0.00
0.00/0.25
0.04/0.17

Decide how many  
**inches/minutes**  
to water.

Active Days						
26	27	28	29	30	1	2
26	27	28	29	30	1	2
26	27	28	29	30	1	2
26	27	28	29	30	1	2
26	27	28	29	30	1	2
26	27	28	29	30	1	2

Decide which **days**  
**of the week** you  
are going to turn  
on sprinklers.



Easily edit your  
course map or  
create **your own**  
interactive map.



Imagine ALL your irrigation  
information at your fingertips.  
Lynx®: redefining Ease and  
Efficiency to the next level.





## Superior course map editing and creation

The advanced functionality of the Lynx® Central Control System enables you to **edit your course map easily, or create your own fully interactive map** using a digital image of your course. Setting up your map is simple, and Lynx® lets you **program and control your irrigation activities right from the map**, with instant access to operation feedback from the rest of your irrigation system.



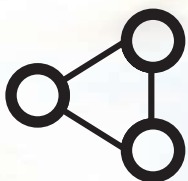
## Easily set up and customize your irrigation system

Because course managers insist on easy-to-use software, the Lynx® Central Control System was developed for **quick setup and operation**. Lynx® was designed by Toro to reflect the input and preferences of the individuals who would be installing and using it.

- ✓ The interactive map layer can be quickly created using any digital image for the background,
- ✓ Easily add, drag, drop and assign sprinklers, satellites, Turf Guard® wireless soil sensors and switches to their precise locations within the map's irrigation layer.
- ✓ Easily designate pre-set or customized water distribution based on entire areas of your course, specific holes or individual sprinkler heads.



More information & demo video on  
[www.toro.com/lynx](http://www.toro.com/lynx)



## Integration with other system components

Lynx® offers integration with other turf management components, giving you access to all of the information needed to support your irrigation management. Lynx can be seamlessly integrated with field hardware, weather stations, electrical systems, smartphones and much more, including the Toro® Turf Guard® Wireless Soil Monitoring System.



## Comprehensive reporting increases your productivity

Armed with the thorough reports provided by Lynx, you'll be able to **immediately address any irrigation concerns and avoid potential course damage** . . . or just move on to other tasks when Lynx lets you know that things are running as planned.

- ✓ A comprehensive Course Report function supports your scheduled irrigation by providing system status information, even on manual watering activities.
- ✓ Lynx® auto-generates reports after each night's watering, so you can quickly confirm all sprinkler runtimes at a glance.







Field Control Systems that integrate seamlessly with Lynx®



More information on

[www.toro.com/golf](http://www.toro.com/golf)

# TORO FIELD CONTROL SYSTEMS

Toro is the World's leading golf irrigation company and provides an array of field control options



## Satellite Control

Satellite systems use controllers placed on each hole to operate a specified number of stations.

- ✓ Future upgrades can be accomplished with advanced satellite firmware, keeping you current with technology.
- ✓ Custom pedestal colors enable satellites to blend into the natural surroundings.
- ✓ Satellite upgrade kits enable older Toro satellite units to be upgraded very cost effectively vs. a complete system change-out.
- ✓ Hardwire, 2-way radio and paging communication options allows for easy installation and maintenance.


## Advanced 2-Wire Control

Intelligent 2-wire modules can be installed inside the sprinklers or off-fairway.

- ✓ Continuous two-way communication
- ✓ Real time diagnostics and voltage tests
- ✓ Best-in-class broadband lightning protection
- ✓ Vandal and flood resistant
- ✓ Allows for system expansion by tapping into the cable
- ✓ Toro INFINITY® and FLEX800™ Series sprinkler models have an integrated 2-wire module option

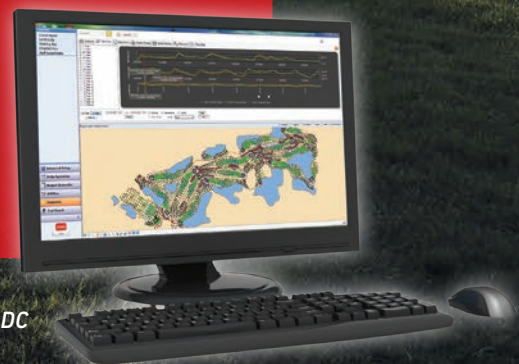






While others have followed in our footsteps, Toro is the industry leader in advanced 2-wire systems.

The Lynx® Central Control System offers integration with Toro's Field Control Systems, enabling you to have the complete information needed to support your irrigation decisions.



*Lynx® for GDC*





Toro® Golf Sprinklers



More information & demo video on  
**[www.toroinfinity.com](http://www.toroinfinity.com)**

# INFINITY® SERIES GOLF SPRINKLERS

Engineered for Today's Challenges.  
Designed for Tomorrow's Technologies.

The new INFINITY® Series improves your course quality with less workload and most important, it keeps players playing. Calculate the money you'll save by cutting sprinkler maintenance from hours to minutes.



## Smart Access®

Provides top accessibility to all critical components.

- ✓ No digging or unsightly turf repair scars
- ✓ Pilot valve removable with water "ON"
- ✓ GDC 2-wire module accessible from the top
- ✓ Customizable marker
- ✓ No buried wire splices or ground faults
- ✓ Replaceable cover if damaged
- ✓ Increased labor efficiency
- ✓ Lower long term cost of ownership



## Future Proof

The SMART ACCESS® compartment provides room to grow. Whatever the future holds, this sprinkler will be ready.



## Protective Enclosure

The protective enclosure isolates wire splices from the soil and potential shorts to ground. Provides access for system troubleshooting and repairs without digging!

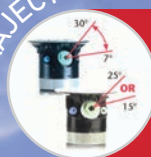




# FLEX800™ SERIES GOLF SPRINKLERS

Golf sprinklers with all the efficiency and proven performance features and benefits of the 800S and DT Series

## TRAJECTORY ADJUSTMENT



24-position TruJectory™ or Dual trajectory to help fight the wind, avoid obstacles or to or to reduce the radius.

## NOZZLE BASE CLUTCHING



Hot spot watering has never been easier, simply turn, hold and shoot to put down as much water as needed.

## LARGE NOZZLE SELECTION



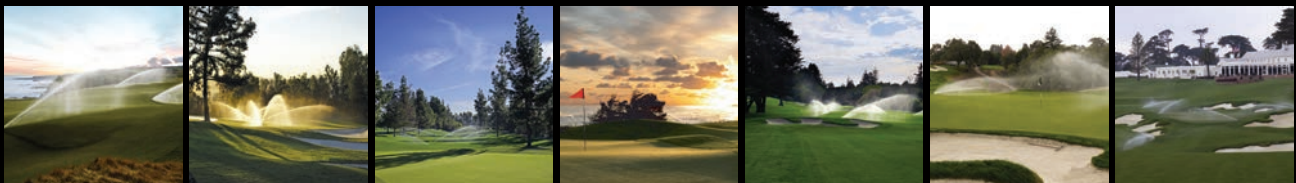
From 20' to 100' we've got you covered! Only Toro provides the flexibility to optimize your system for maximum uniformity.

## PART AND FULL CIRCLE MODELS



Align part circle sprinklers quickly and easily or adjust watering locations to suit seasonal needs.





**Toro is always there to help you care for your landscapes the way you want,  
when you want, better than anyone else.**



**[www.toro.com/golf](http://www.toro.com/golf)**

**5825 Jasmine Street  
Riverside, CA 92504-1183**

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**PN: 15-5038-IG**

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Actual products offered for sale may vary in design and features.



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[twitter.com/torogolf](https://twitter.com/torogolf)  
[youtube.com/toro](https://youtube.com/toro)**



## Request for Commission Action

**Date:** October 28<sup>th</sup>, 2020

**Requestor:** Dan Defore, Water Superintendent

---

**Action Requested:** Award contract to Municipal H2O

**Analysis:** The America's Water Infrastructure Act of 2018 requires all water systems serving 3300 or more persons to conduct a Risk and Resilience Assessment and develop an Emergency Response Plan that must be actively updated every five years. AWIA Certification deadlines are based on population served. Winfield's RRA deadline is June 30<sup>th</sup>, 2021 and the ERP 6 months following.

I have reviewed and compared the two different scopes and quotes we received for assistance in developing a Risk and Resilience Assessment (RRA) and ultimately a Emergency Response Plan (ERP).

Municipal H2O is based out of Little Rock Arkansas and it's primary business is focused on state and federal compliance services for water and wastewater facilities. They provided references to over 70 water systems and/or municipal systems they currently work with maintaining EPA's Risk Management Plan that took effect 1999 (RMP) and another 20 plus city's they are currently working with to develop RRA and ERP.

PEC also provided a quote and scope of services at my request. The city has used PEC for several projects, including the update of the current water treatment plant. I have complete confidence that PEC is capable of assisting us in the preparation of both RRA and ERP.

While both scopes included all the categories set forth by the EPA, PEC did offer more specific details because of their past experience with the City and their knowledge of our plant.

PEC's quoted 22,300.00 for completion of the RRA and 17,500.00 for the ERP. These are not to exceed quotes and it did not include tax if applicable.

Municipal H2O quoted 22,500.00 for the entire service, both RRA and ERP are included. Tax was not included in their quote.

I have discussed this service with other water systems of our size and this is a similar quote that other water system have received.



## **Request for Commission Action**

**Fiscal Impact:** I anticipate splitting the cost of this project between the existing 2020 and 2021 budget.

**Attachments:** Attached are both quotes to review.





October 14, 2020

Mr. Dan Defore, Water Superintendent  
City of Winfield  
200 E. 9<sup>th</sup> Ave.  
Winfield, KS 67156

Reference: AGREEMENT for Winfield AWIA Assistance  
Winfield, Kansas  
PEC Project No. 35-197047-999-0943

Dear Mr. Defore:

Professional Engineering Consultants, P.A. (“PEC”) is pleased to provide professional services to City of Winfield (“Client”) in connection with the referenced Project, and in accordance with this letter agreement (“Agreement”). The services to be performed by PEC (“the Services”) are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

**Performance.** PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

**Client Responsibilities.** To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Client representative with authority to transmit instructions, receive instructions and information, and interpret and define Client requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, and leveling the site; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or Services; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client. Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

**Payment.** Invoices will be submitted periodically and are due and payable upon receipt. Unpaid balances more than 30 days past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys’ fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

**Work Product.** PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the “Work Product”). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user’s sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment by Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy (“hard copy”) or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client sole risk.

**Insurance.** PEC and Client agree to each maintain statutory Worker’s Compensation, Employer’s Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC’s negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

**Supplemental Agreements.** Changes in the Services may be accomplished after execution of this Agreement only by a written Supplemental Agreement signed by PEC and Client. For any change that increases PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

**Differing, Concealed, or Unknown Conditions.** If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. PEC assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys’ fees from all third-party claims resulting from differing, concealed, or unknown conditions.

**Fast-Track, Phased or Accelerated Schedule.** Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses including costs for PEC to coordinate and redesign portions of the Project affected by the procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the contractor to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

**Force Majeure.** PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

**Construction Means; Safety.** PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

**Cost Estimates.** Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

**Termination.** Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. In the event the Client terminates this Agreement without cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

**Environmental Hazards.** Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

**Betterment.** PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

**Dispute Resolution.** The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to

resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution.

If the parties are unable to resolve the claim, PEC and Client agree to submit the claim to mediation prior to the initiation of any binding dispute resolution proceedings (except for PEC claims for nonpayment). The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

**Jurisdiction; Venue; Governing Law.** To the fullest extent permitted by law, PEC and Client stipulate that the Eighteenth Judicial District, District Court, Sedgwick County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. PEC and Client further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles.

**Indemnity.** To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

**Agreed Remedy.** To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total fee under this Agreement. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

**Assignment.** Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

**No Third-Party Beneficiaries.** This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client obligations under any separate agreement with any third-party.

**Entire Agreement.** This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by PEC and Client.

**Severability.** If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.



Mr. Dan Defore, Water Superintendent  
City of Winfield  
Winfield AWIA Assistance  
October 14, 2020  
Page 5

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Receipt of the executed copy will serve as PEC's notice to proceed with the Services.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Ryan W. Glessner, P.E.  
Project Manager

SCU:apg

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: \_\_\_\_\_, Signatory

Printed Name: Sarah C. Unruh, P.E.

Title: Principal

Date: October 14, 2020

ACCEPTED:

CITY OF WINFIELD

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

- A. This Project shall consist of preparation of a Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) and assistance with electronic certification with the Environmental Protection Agency (EPA).
- B. **Project Deliverables.**
1. The Project Deliverables shall consist of the following:
    - a) Draft reports for CLIENT review.
    - b) Final report for CLIENT's records.
    - c) Executed certification for submission to the EPA.
- C. **Scope of Services.**
1. **Phase 1 - Risk and Resilience Assessment (RRA)**
    - a) Conduct a kickoff meeting to confirm key stakeholders, discuss key stakeholders involvement and prior communication/coordination between stakeholders on potential system risks and resilience, and project scope and schedule. Anticipated key stakeholders are the City Manager, Information Systems Director, Public Improvements/Engineering Director and Water Utility Director.
    - b) Conduct a site visit to discuss and assess visible assets of the current public water supply system (PWSS). Assessment will be visual observation only.
    - c) Anticipated assets to observe include:
      - i. Raw water intake;
      - ii. Ozone pre-treatment;
      - iii. Conventional treatment processes (rapid mixers, flocculators, sedimentation basins, filters, chemical feed);
      - iv. Clearwells;
      - v. High service pump station;
      - vi. Elevated towers and ground water storage tanks;
      - vii. Pipes;
      - viii. Financial infrastructure;
      - ix. Information technology; and,
      - x. Monitoring systems and equipment.
    - d) Prepare an information request to obtain the data required to prepare the RRA and submit to the Client.
    - e) Review data provided and identify any data gaps. Discuss gaps with Client and determine how to address to meet requirements of RRA.
    - f) Review the existing Vulnerability Assessment (if applicable).
    - g) Prepare a draft RRA for Client review. The report shall include the following:
      - i. Introduction and background information;
      - ii. Water system information including a system schematic, aerial maps showing location and identifying system components, and photographs from the site visit;
      - iii. Summary of risk and resilience assessment findings including asset

- characterization, threat characterization, consequence analysis, vulnerability analysis, threat likelihood analysis, risk/resilience analysis and risk/resilience management; and
    - iv. Summary and Conclusions.
  - h) Conduct a review meeting with all identified stakeholders.
  - i) Address CLIENT comments and provide a pdf file of the final report.
  - j) Assist in Electronically Certifying the RRA.

## 2. **Phase 2 - Emergency Response Plan (ERP)**

- a) Conduct a kickoff meeting to confirm key stakeholders, discuss key stakeholder's involvement and prior communication/coordination, the Client's chain of command, roles and responsibilities, and project scope and schedule. Anticipated stakeholders include:
  - i. City and utility staff;
  - ii. Key suppliers including other utilities and chemical suppliers;
  - iii. Contractors;
  - iv. Critical customers (hospitals, fire prevention, critical manufacturing plants, interconnected communities, etc.);
  - v. Local Emergency Planning Committee; and,
  - vi. First Responders.
- b) Review the existing ERP (if applicable).
- c) Prepare an information request document to obtain the data required to prepare the ERP.
- d) Prepare a draft ERP for Client review. The report shall include the following:
  - i. Introduction and background information;
  - ii. Water system information including a system schematic, aerial maps showing location and identifying system components, and pictures from the site visit;
  - iii. The Client's chain of command and lines of authority;
  - iv. Resilience Strategies, including Emergency response roles, Incident Command System Roles, Internal and external communications, Media outreach and risk communication and Public Notification Templates;
  - v. Emergency Plans and Procedures, including Core Response Procedures (site access, cybersecurity, physical security, power loss, emergency alternate drinking water supplies, sampling and analysis, family and utility personnel wellbeing) and Incident-Specific Procedures (cyber-attack, drought, extreme storms, flooding, tornado, wildfire, source water contamination and distribution system contamination);
  - vi. Mitigation Actions, including alternative source water options and interconnected utilities, flood and drought response and recovery, power resilience and extreme weather recovery;
  - vii. Detection strategies for malevolent acts and natural hazards, including unauthorized entry into utility facilities, water contamination, cyber intrusion, hazardous chemical release, natural hazards and power outages.
- e) Conduct a review meeting with all identified stakeholders.
- f) Address CLIENT comments and provide a pdf file of the final report.
- g) Assist in electronically certifying the ERP.

**D. Additional Scope.**

1. Prepare a Countermeasure Risk Assessment, which includes a consequence analysis, threat likelihood and vulnerability likelihood for critical assets and identifies potential mitigation measures and costs.
2. Meetings in addition to those specifically outlined in the scope of work.
3. Training or exercises.

**E. Client Responsibilities.**

1. Provide information as requested and available in a timely manner.
2. Provide access to public water supply system assets for review and documentation.
3. Coordinate communication with community stakeholders.
4. Review all reports and provide comments in a timely manner.

**F. Exclusions.**

The following will be specifically excluded from the Scope of Services to be provided by PEC.

1. Design, construction administration, or assistance with implementation of any recommended improvements.
2. Review of water quality or quantity and/or water treatment systems.
3. Water quality sampling or testing.
4. Condition assessment of structures, equipment, or other public water supply system assets except as it relates to the systems risk and resilience.

**G. PEC's Fees & Reimbursable Expenses.**

1. PEC will invoice CLIENT one time per month for services rendered and Reimbursable Expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for its Scope of Services for the RRA will be on an hourly basis, at the rates established on the attached Rate Schedule, plus Reimbursable Expenses, not to exceed \$22,300.
3. PEC's Fee for its Scope of Services for the ERP will be on an hourly basis, at the rates established on the attached Rate Schedule, plus Reimbursable Expenses, not to exceed \$17,500.
4. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

## 2020 RATE SCHEDULE A\*\*

<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer 4.....	\$155.00
Principal Engineer 3.....	\$150.00
Principal Engineer 2.....	\$145.00
Principal Engineer 1.....	\$140.00
Project Manager 4.....	\$160.00
Project Manager 3.....	\$155.00
Project Manager 2.....	\$145.00
Project Manager 1.....	\$135.00
Project Engineer 4.....	\$130.00
Project Engineer 3.....	\$120.00
Project Engineer 2.....	\$115.00
Project Engineer 1.....	\$110.00
Design Engineer 4.....	\$115.00
Design Engineer 3.....	\$110.00
Design Engineer 2.....	\$105.00
Design Engineer 1.....	\$100.00
Landscape Arch. 2 .....	\$130.00
Landscape Arch. 1 .....	\$120.00
Land Use Planner 2.....	\$130.00
Land Use Planner 1 .....	\$110.00
Design Technician Supervisor 4 .....	\$140.00
Design Technician Supervisor 3 .....	\$130.00
Design Technician Supervisor 2 .....	\$120.00
Design Technician Supervisor 1 .....	\$100.00
Design Technician 4 .....	\$135.00
Design Technician 3 .....	\$115.00
Design Technician 2 .....	\$95.00
Design Technician 1 .....	\$85.00
Production Assistant .....	\$70.00
Commissioning Agent 2.....	\$140.00
Commissioning Agent 1.....	\$125.00
Balance Technician Supervisor.....	\$100.00
Balance Technician 2.....	\$90.00
Balance Technician 1.....	\$70.00
Land Surveyor.....	\$110.00
Party Chief.....	\$90.00
Survey Technician .....	\$70.00
Field Engineer .....	\$155.00
Inspector .....	\$95.00
Laboratory Supervisor/Manager .....	\$100.00
Senior Engineering Technician.....	\$70.00
Engineering Technician .....	\$65.00
Driller.....	\$65.00
Virtual Design Manager 1 .....	\$145.00
Virtual Design Specialist 1 .....	\$135.00
Administrative Assistant Supervisor .....	\$80.00
Administrative Assistant .....	\$65.00
Computer Programmer.....	\$95.00
Technical Writer .....	\$85.00
Public Relations .....	\$95.00

\*Premium time for all non-salaried personnel or as noted in the contract

1.5 multiplier



2020 RATE SCHEDULE A  
Page 2

REIMBURSABLES:

Infrared Camera .....	\$50.00/Hour
Structural Testing Equipment .....	\$50.00/Hour
Outside Consultants .....	Cost plus 10%
Reproduction & Photography .....	Cost plus 10%
Equipment Rental .....	Cost plus 10%
Material .....	Cost plus 10%
Vehicle Mileage .....	\$0.58/Mile
Truck Mileage .....	\$0.65/Mile
ATV .....	\$20.00/Hour
GPS .....	\$50.00/Hour
3D Laser Scanner .....	\$150.00/Hour
Robotic Total Station.....	\$50.00/Hour
UAS.....	\$150.00/Hour
Drill Rig.....	\$75.00/Hour
Car Rental and Fuel .....	Cost plus 10%
Per Diem, Meals .....	Cost plus 10%
Per Diem, Lodging .....	Cost plus 10%
Deliveries and Overnight Mail. . .	Cost plus 10%
Travel, Hotel, Meals, and Subsistence.....	Cost plus 10%
Filing Fees .....	Cost plus 10%
Concrete Testing Equipment .....	\$10.00/Each
Nuclear Gauge Equipment.....	\$20.00/Each
Compression Tests of Cylinders.....	\$12.00/Each
Ultra Sonic Testing Equipment .....	\$50.00/Each

\*\*The rates shown above are effective for services through December 31, 2020 and are subject to revision thereafter.

## PROJECT SERVICES AGREEMENT

This AGREEMENT is entered into by the City of Winfield, located in Winfield, Kansas, here-in-after called "CITY" and AssureCo Risk Management and Regulatory Compliance LLC (d/b/a/MunicipalH2O); here-in-after called "MHC". In consideration of the terms and conditions herein, the parties agree as follows:

**1. SERVICES TO BE PROVIDED BY MHC.** In accordance with the terms of this AGREEMENT, CITY agrees to contract with MHC to perform Project services ("Services") related to CITY compliance with America's Water Infrastructure Act requirements as specified in Exhibit A. MHC shall provide services to CITY as an independent contractor, not as an employee of CITY. All services required hereunder will be performed by MHC or under its supervision.

**2. COMPENSATION.** CITY agrees to pay MHC a total One-Time Project Fee of **\$22,500** with payments scheduled as follows:

- 20% upon Signing of AGREEMENT
- 40% upon Completion of the Risk and Resilience Assessment Plan
- 40% upon Completion of the Emergency Response Plan

Payments are due within thirty (30) days of CITY's receipt of invoice. If services beyond the project services described in Exhibit A are required by CITY, the time and cost required to perform such services shall be agreed upon by CITY and MHC prior to the initiation of such work. The parties agree that the project services specified in Exhibit A can normally be performed by telephone and through online services and tools provided by MHC. If any of the project services require a site visit and if CITY approves the site visit in advance, CITY agrees to reimburse MHC for travel expenses to include mileage expense calculated using current IRS rates (or airfare and rental car if less expensive) and lodging and meals if required to complete the work. All fees shall be deemed fully earned and non-refundable upon delivery to CITY of the Report described in Exhibit A.

**3. COOPERATION.** CITY agrees to provide such cooperation and support as reasonably necessary, as specified in Exhibit B, to allow MHC to timely and efficiently complete the required services.

**4. CONFIDENTIALITY.** Each party to this AGREEMENT agree that neither it nor its employees, agents and assigns shall disclose any information pertaining to the business affairs, finances,

methods of operation, computer programs or any personal information of the other party, whether written, oral, or otherwise, except where required by law or upon express consent of the other party.

**5. WARRANTY, DISCLAIMERS, WAIVER AND LIMITATION OF LIABILITY.** MHC warrants that it will use commercially reasonable efforts to provide the Services. THE WARRANTY STATED ABOVE IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY MHC AND IS EXPRESSLY MADE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS PARAGRAPH. MHC DOES NOT MAKE, AND CITY HEREBY EXPRESSLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, CITY WAIVES ANY CLAIM FOR NEGLIGENCE IN THE PERFORMANCE OR DELIVERY OF THE SERVICES. IN NO EVENT SHALL (I) MHC BE LIABLE FOR LOST PROFITS OR REVENUE, COST OF SUBSTITUTE GOODS OR SERVICES, OR ANY SPECIAL, CONSEQUENTIAL, RELIANCE, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, OR (II) SHALL MHC'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL PAYMENTS MADE BY CITY TO MHC PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRECEDING IMPOSITION OF SUCH LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER MHC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN.

**6. NOTICES.** Any notices required pursuant to this AGREEMENT shall be mailed by first class or certified mail to the parties at the following addresses:

AssureCo Risk Management and Regulatory Compliance LLC (MHC):

ARMARC/MunicipalH2O  
Attention: MHC Business Operations  
650 South Shackleford Rd, Suite 325  
Little Rock, AR 72211

City of Winfield (CITY):

City of Winfield  
Attention: Water Superintendent  
P.O. Box 646  
Winfield, KS 67156

**7. MISCELLANEOUS.** Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than CITY and MHC, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of CITY and MHC and not for the benefit of any other party. If any provision of this AGREEMENT is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this AGREEMENT and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this AGREEMENT to replace such stricken provision with a valid and enforceable provision with comes as close as legally possible to expressing the intention of the stricken provision. This AGREEMENT is governed by the laws of the State of Arkansas and any legal action brought shall be brought in Pulaski County, Arkansas.

This AGREEMENT, together with Exhibit A and Exhibit B attached hereto, constitutes the entire AGREEMENT between CITY and MHC and supersedes all prior written or oral understandings. This AGREEMENT is executed in two counterparts, each of which as well as a copy thereof shall be deemed to be an original and all of which together shall comprise but one and the same instrument.

IN TESTIMONY HEREOF, the duly authorized representatives of the parties have executed this AGREEMENT as shown below:

**City of Winfield (CITY):**

_____	_____
Print Name	Date
_____	
Signature	
_____	
Title	

**AssureCo Risk Management and Regulatory Compliance LLC (MHC)**

_____	_____
Print Name	Date
_____	
Signature	
_____	
Title	



## **EXHIBIT A**

### **Scope of Services**

In accordance with the terms of the AGREEMENT, MHC will provide the following project services:

#### **Complete Risk and Resilience Assessment**

1. Identify assets of the CITY Water System that could be impacted by malevolent acts and/or natural hazards.
  - AWIA-identified assets categories will include:
    - Physical barriers
    - Source water
    - Pipes and constructed conveyances, water collection and intake
    - Pretreatment and treatment
    - Storage and distribution facilities
    - Electronic, computer or other automated systems
    - Capital and operation needs for risk and resilience management of the system
  - Malevolent Acts asset categories will include:
    - Monitoring practices
    - Financial infrastructure
    - Use, storage, or handling of chemicals
    - Operation and maintenance of the system
2. Using tools provided by EPA, assess the risk and resilience of critical assets of the CITY Water System in terms of the following:
  - Threat - natural or manmade occurrence, individual, entity, or action that has the potential to harm life, information, operations, the environment, and/or property
  - Vulnerability - physical feature or operational attribute that renders an entity open to exploitation or susceptible to a given hazard
  - Consequence - effect of an event, incident, or occurrence
3. Identify the highest risks to mission-critical operations for the CITY
  - Assessment/identification of measures for reducing risks and/or increasing resilience of the water system
4. Assist the CITY in electronic submission of certification statements to EPA to confirm completion of the Risk and Resilience Assessment Plan

#### **Development of an Emergency Response Plan (ERP)**

Provide assistance in updating/developing an Emergency Response Plan for the CITY Water System based on results of the Risk and Resilience Assessment

1. Review existing Emergency Response Plan for the CITY to determine updates that may be required to meet AWIA rules or develop an Emergency Response Plan as may be required.
2. The Emergency Response Plan will address the following:
  - Details and Overview of the CITY Water System
    - Utility Overview
    - Personnel Information
    - Primary Utility Components
    - Industry Chemical Handling and Storage Facilities

- Safety Response Resources
    - Key Local Services
  - Resilience Strategies - Identification of strategies, resources and emergency response roles that provide for the resilience of the CITY Water System in the event of a malevolent attack or natural disaster. This section will provide tables and checklists related to:
    - Water Utility Personnel Roles and Responsibilities
    - External Response Partner Roles to assist in coordination efforts
    - Basic Communication Strategies and Responsibilities
  - Emergency Plans and Procedures - Identification of plans and procedures that can be utilized to help ensure the ability to deliver safe drinking water
    - Access
    - Physical Security
    - Cybersecurity
    - Power Loss
    - Emergency Alternate Drinking Water Supplies
    - Sampling and Analysis
    - Contact Lists
    - Utility Family and Personal Well Being
  - Mitigation Actions – Development of a list of actions, procedures and equipment that can be used to lessen the impact of a malevolent act or natural hazard
    - Alternative Source Water Options
    - Interconnected Utilities
    - Specific Mitigation Actions based on threat
  - Detection Strategies - Identification of strategies that can be utilized to aid in the detection of malevolent acts or natural disaster that may threaten the security of the water system
3. Assist the CITY in electronic submission of certification statements to EPA to confirm completion of the Emergency Response Plan that incorporates the findings of the Risk and Resiliency Assessment

## **Report**

Upon completion of the work described above, MHC will deliver to CITY one or more reports (the “Report”) setting forth its findings and/or recommendations.

**EXHIBIT B**  
**CITY RESPONSIBILITIES**

In accordance with the terms of Section 3 of the AGREEMENT, CITY understands and agrees to consistently and promptly perform the following requirements:

1. Provide such cooperation and support as reasonably necessary to allow MHC to timely and efficiently complete the required project services.
2. Designate a primary contact that will be responsible for ensuring information requested by MHC is provided in a timely and accurate manner.
3. In response to MHC's email and/or telephone request, provide MHC with timely and accurate information regarding all assets identified as part of the Risk and Resilience Assessment.
4. Identify and coordinate meetings between MHC and CITY personnel that are most familiar with each identified asset that will allow MHC to obtain accurate information needed to compile the Risk and Resilience Assessment Report and Emergency Response Plan.
5. Promptly reply to any MHC voice mail or email related to a request for information related to the "AWIA Project."
6. MHC is not obligated to continue the work and may stop work if requests for information required to complete the project are not provided on a timely basis.



650 South Shackleford Road, Suite 325

Little Rock, Arkansas 72211

[www.MunicipalH2O.com](http://www.MunicipalH2O.com)

Phone: 800-897-9425 FAX: 501-537-7778

June 3, 2020

Dan Defore  
Water Superintendent  
City of Winfield  
P.O. Box 646  
Winfield, KS 67156

**Re: America's Water Infrastructure Act Compliance Service – MunicipalH2O Proposal**

Dear Dan,

Thank you for your interest in MunicipalH2O's America's Water Infrastructure Act (AWIA) Compliance Service and for allowing us an opportunity to submit this proposal for your consideration.

**America's Water Infrastructure Act (AWIA) - Background**

Passed by Congress in 2018, America's Water Infrastructure Act (AWIA) requires water treatment facilities serving more than 3,300 people to develop a Risk and Resilience Assessments that considers the risks to the water system from malevolent acts and natural hazards. The law also requires an Emergency Response Plan (ERP) for the water system to be developed based on the results of the Risk and Resilience Assessment.

According to EPA's Safe Drinking Water Information System (SDWIS), the City of Winfield water system serves a population of 12,507 which requires the Risk and Resilience Assessment to be completed and certified before June 30, 2021. AWIA regulations require the Emergency Response Plan to be completed within six months after submission and certification of the Risk and Resilience Assessment.

**AWIA Compliance Service** – The MunicipalH2O AWIA Compliance Service consists of the following processes and activities:

**Complete Risk and Resilience Assessment**

To assist the City of Winfield in meeting the requirements of AWIA, MunicipalH2O will perform the following activities and services to develop a documented Risk and Resilience Assessment:

1. Identify assets of the Winfield water system that could be impacted by malevolent acts and/or natural hazards.
  - AWIA-identified assets categories will include:
    - Physical barriers
    - Source water
    - Pipes and constructed conveyances, water collection and intake

- Pretreatment and treatment
  - Storage and distribution facilities
  - Electronic, computer or other automated systems
  - Capital and operation needs for risk and resilience management of the system
- Malevolent Acts asset categories will include:
  - Monitoring practices
  - Financial infrastructure
  - Use, storage, or handling of chemicals
  - Operation and maintenance of the system
- 2. Using tools provided by EPA, assess the risk and resilience of critical assets of the Winfield water system in terms of the following:
  - Threat - natural or manmade occurrence, individual, entity, or action that has the potential to harm life, information, operations, the environment, and/or property
  - Vulnerability - physical feature or operational attribute that renders an entity open to exploitation or susceptible to a given hazard
  - Consequence - effect of an event, incident, or occurrence
- 3. Identify the highest risks to mission-critical operations for the Winfield water system
  - Assessment/identification of measures for reducing risks and/or increasing resilience of the water system
- 4. Assist the City of Winfield in electronic submission of certification statements to EPA to confirm completion of the Risk and Resilience Assessment

#### **Development of an Emergency Response Plan (ERP)**

Provide assistance in updating/developing an Emergency Response Plan for the Winfield water system based on results of the Risk and Resilience Assessment

1. Review existing Emergency Response Plan for the Winfield water system to determine updates that may be required to meet AWIA rules or develop an Emergency Response Plan as may be required.
2. The Emergency Response Plan will address the following:
  - Details and Overview of the Winfield water system
    - Utility Overview
    - Personnel Information
    - Primary Utility Components
    - Industry Chemical Handling and Storage Facilities
    - Safety Response Resources
    - Key Local Services
  - Resilience Strategies - Identification of strategies, resources and emergency response roles that provide for the resilience of the Winfield water system in the event of a malevolent attack or natural disaster. This section will provide tables and checklists related to:
    - Water Utility Personnel Roles and Responsibilities
    - External Response Partner Roles to assist in coordination efforts
    - Basic Communication Strategies and Responsibilities
  - Emergency Plans and Procedures - Identification of plans and procedures that can be utilized to help ensure the ability to deliver safe drinking water
    - Access
    - Physical Security
    - Cybersecurity
    - Power Loss
    - Alternate Drinking Water Supplies



- Sampling and Analysis
  - Contact Lists
  - Utility Family and Personal Well Being
  - Mitigation Actions – Development of a list of actions, procedures and equipment that can be used to lessen the impact of a malevolent act or natural hazard
    - Alternative Source Water Options
    - Interconnected Utilities
    - Specific Mitigation Actions based on threat
  - Detection Strategies - Identification of strategies that can be utilized to aid in the detection of malevolent acts or natural disaster that may threaten the security of the water system
3. Assist the City of Winfield in electronic submission of certification statements to EPA to confirm completion of the Emergency Response Plan

### Pricing and Payment Schedule

The One-Time Project Fee for completion of the AWIA Compliance Service for the City of Winfield would be \$22,500 with payment due as follows:

\$4,500	20% Due Upon Signing of the Agreement
\$9,000	40% Due Upon Completion of the Risk and Resilience Plan
\$9,000	40% Due Upon Completion of the Emergency Response Plan
<b>\$22,500</b>	<b>One-Time Project Total</b>

Price quoted is good for a minimum of 90 days.

We will work closely with City of Winfield personnel to ensure the Risk and Resilience Assessment is certified to EPA prior to the June 30, 2021 deadline and that the Emergency Response Plan is completed and certified within six months after certification of the Risk and Resilience Assessment.

Please call or email with any immediate questions. Thank you for considering MunicipalH2O.

Sincerely,

*Steve*

Steve Glenn  
VP Business Operations  
MunicipalH2O