

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, February 01, 2021
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDER.....Mayor Gregory N. Thompson
ROLL CALL.....City Clerk, Brenda Peters
MINUTES OF PRECEDING MEETING.....Tuesday, January 19, 2021

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 2103 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an agreement for professional services between the City of Winfield and Kansas Municipal Utilities, McPherson, Kansas, regarding safety and compliance management services.

Bill No. 2104 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a lease-purchase agreement between the City of Winfield and Caterpillar Financial Services Corporation, Nashville, Tennessee, regarding the lease-purchase of certain equipment.

Bill No. 2105 – A Resolution – Awarding a contract and directing the City Manager and Clerk of the City of Winfield, Kansas to execute a contract for the construction of pickleball courts and associated improvements at Albright Park.

Bill No. 2106 – A Resolution – Awarding a contract and directing the City Manager and Clerk of the City of Winfield, Kansas to execute a contract for the construction of restroom facilities and associated improvements at Albright Park.

Bill No. 2107 – A Resolution – Awarding a contract and directing the City Manager and Clerk of the City of Winfield, Kansas to execute a contract for the construction of playground facilities and associated improvements at Albright Park.

OTHER BUSINESS

-Consider KMEA Board of Director appointments
-Consider the purchase of an Ambulance

ADJOURNMENT

-Next City Commission Work Session will be Thursday February 11, 2021 at 4:00 pm.
-Next regular meeting 5:30 p.m. Tuesday, February 16, 2021.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
January 19, 2021

The Board of City Commissioners met in regular session, Tuesday, January 19, 2021 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Gregory N. Thompson presiding. Commissioners Phillip R. Jarvis and Ronald E. Hutto were also present. Also in attendance were Taggart Wall, City Manager; Brenda Peters, City Clerk; and William E. Muret, City Attorney. Other staff members present were Patrick Steward, Director of Public Improvements; Chad Mayberry, Fire Marshall; and Jerred Schmidt, Director of Information Systems.

Mayor Thompson noted all Commissioners present.

Commissioner Hutto moved that the minutes of the January 4, 2021 meeting be approved. Commissioner Jarvis seconded the motion. With all Commissioners voting aye, motion carried.

BUSINESS FROM THE FLOOR

NEW BUSINESS

Bill No. 2101 – An Ordinance – Amending Chapter 38 of The Winfield City Code by the repeal of Section 38-32 of said Chapter and the adoption in lieu thereof of a new Chapter 38 Section 38-32. Fire Marshall Mayberry explains that this Ordinance will revise the amendments to the International Fire Code adopted by the City. Upon motion by Commissioner Jarvis, seconded by Commissioner Thompson all Commissioners voting aye, Bill No. 2101 was adopted and numbered Ordinance 4150.

Bill No. 2102 – A Resolution – Authorizing the City Manager and the City Clerk of the City of Winfield, Kansas to execute an agreement for architectural services with Agora Architecture for the purpose of providing professional design services for Phase 4 of the Public Safety Facility for the City of Winfield. Director of Public Improvements Steward explains this Resolution will award the design services to Agora Architecture, to allow moving forward on the Public Safety Facility. Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis all Commissioners voting aye, Bill No. 1902 was adopted and numbered Resolution No. 0219.

OTHER BUSINESS

-Consider quote from Environmental Systems Research Institute, Inc. (ESRI) for Enterprise Software Licensing. City Manager Wall explains this will renew the City's license agreement with ESRI for GIS mapping. Commissioner Jarvis moved to approve the quote from Environmental Systems Research Institute, Inc., at a cost of \$28,000 per year. Motion was seconded by Commissioner Hutto, with all Commissioners voting aye, the motion carried.

-Mayor Thompson gave an update on the Library Board.

ADJOURNMENT

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

Signed and sealed this ____ day of January 2021.

Signed and approved this 1st day of February 2021.

Brenda Peters, City Clerk

Gregory N. Thompson, Mayor

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an agreement for professional services between the City of Winfield and Kansas Municipal Utilities, McPherson, Kansas, regarding safety and compliance management services.

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

Section 1. The Mayor and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute an agreement for professional services between the City of Winfield and Kansas Municipal Utilities, McPherson, Kansas, regarding safety and compliance management services for twenty-four thousand six hundred dollars (\$24,600.00), a copy of which is attached hereto and made a part hereof.

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

ADOPTED this 1st day of February 2021.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager

**Kansas Municipal Utilities
Safety & Compliance Management Program
Agreement for Services**

1. Agreement. This agreement is between Kansas Municipal Utilities (KMU), with offices at 2090 East Avenue A, McPherson, Kansas 67460, and the City of Winfield, Kansas with offices at 200 East 9th Ave., Winfield, KS 67156. This agreement contains the entire agreement between the parties and supersedes prior documentary or oral understanding between them and may not be amended except by a document signed by both parties and referring specifically to this agreement.

2. Services to Be Performed. KMU agrees to provide the comprehensive safety services to participants in the Safety & Compliance Management Program, of which the City is a client, for a minimum three-year period commencing April 1, 2021. Services will include:

a. Monthly Employee Safety Meeting. KMU will provide a minimum of one monthly on-site training meeting, totaling at least 12 training sessions in each year of the agreement. The meetings are to be held at a location deemed appropriate by the City. KMU will notify the City in advance as to the date and times of these meetings. Monthly meeting topics will be determined by City specific training matrix. Training matrix will be developed by KMU and approved by City management.

b. Quarterly Technical Training. KMU will provide quarterly on-site training sessions on technical utility topics. Quarterly meeting topics will be determined by City specific training matrix. Training matrix will be developed by KMU and approved by City management.

c. Bimonthly Leadership Training. KMU will provide Bimonthly on-site training sessions on utility management, human resources and/or other leadership topics. Quarterly meeting topics will be determined by City specific training matrix. Training matrix will be developed by KMU and approved by City management.

d. Safety Program Management. KMU will conduct safety program and facility audits for

the City, organize and manage City safety records, and facilitate City compliance efforts with applicable OSHA and/or KDOL workplace safety regulations. KMU will assist City in case of KDOL inspection and/or catastrophic accident investigation.

d. Consultation. KMU will provide a minimum of 16 hours in a two-day period per month in each safety & compliance management member city for monthly safety, management or technical training. Those hours not utilized for training purposes may be used by the city for safety, technical or training consultation.

3. Consideration. In consideration for the services to be provided by KMU, the City agrees to pay \$24,600 annually for the first three years to be billed quarterly in the amount of \$6150. Such amount shall not increase by more than 5 percent annually for any subsequent year of the agreement.

4. Disclaimer. KMU shall be excused from performance under this agreement if it cannot complete the services provided above because of acts of God, strikes, lockouts, or other conditions beyond its control. Under this agreement, KMU is providing safety training and compliance services. KMU cannot and does not provide any warranty of any kind that accidents will not occur even after training and/or consultation. KMU shall be held harmless from, and indemnified for, any losses, claims, or injuries arising out of the construction, operation, repair or maintenance of the utility facilities owned and operated by the City.

5. Agreement Binding on Successors. This agreement shall be binding upon and shall inure to the benefit of KMU and its successors and assigns.

6. Renewal and Termination. This agreement shall renew annually on January 1 of each calendar year unless the City provides a minimum 90-day notice of termination prior to the end of the calendar year for termination of services for the subsequent calendar year. Termination at any other time must be upon the mutual written consent of KMU and the City.

Taggert Wall, City Manager
City of Winfield, KS

Colin Hansen, Executive Director
Kansas Municipal Utilities

Date

Date



Request for Commission Action

Date: January 26, 2021

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

Action Requested: Consider entering into a lease purchase agreement with CAT Financial.

Analysis:

This resolution considers entering into a lease/purchase agreement with CAT financial for the lease of a Motor Grader from Foley Equipment. For the last 10 years, the City has utilized (2) separate five year lease programs for the use of a motor grader through Foley Equipment. This agreement would provide for the use of a new 150-15AWX motor grader for the next five years.

Fiscal Impact: The annual lease payment is \$31,107. \$35,000 was provided for in the 2021 budget to fund the lease.

Attachments: Resolution

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a lease-purchase agreement between the City of Winfield and Caterpillar Financial Services Corporation, Nashville, Tennessee, regarding the lease-purchase of certain equipment.

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

Section 1. The Mayor and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute a lease-purchase agreement between the City of Winfield, Kansas and Caterpillar Financial Services Corporation, Nashville, Tennessee, regarding the lease-purchase of certain equipment; a 150-15AWX Motor Grader, a copy of which is attached hereto and made a part hereof.

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

ADOPTED this 1st day of February 2021.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

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



SALES AGREEMENT

DATE Jan 14, 2021

Foley Equipment Company, 1550 S. West Street, Wichita, KS67213 Phone: (316) 943-4211

PURCHASER	CITY OF WINFIELD			
STREET ADDRESS	PO BOX 646			
S O L D	CITY/STATE	WINFIELD, KS	COUNTY	COWLEY
	POSTAL CODE	67156-0646	PHONE NO.	620 221 5600
O	CUSTOMER CONTACT:	EQUIPMENT	GLENN PAPPAN	
		PRODUCT SUPPORT	GLENN PAPPAN	
	INDUSTRY CODE:	LEGISLATIVE BODIES	PRINCIPAL WORK CODE	
		(CITY/COUNTY) (9121)		
CUSTOMER NUMBER		146510	Sales Tax Exemption # (if applicable)	CUSTOMER PO NUMBER
			KS0XFR70CV	
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)				
T E R M S	NET PAYMENT ON RECEIPT OF INVOICE <input type="checkbox"/>		NET ON DELIVERY <input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/> CSC <input checked="" type="checkbox"/> LEASE
	CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$264,382.56
			CONTRACT INTEREST RATE	2.25
	PAYMENT PERIOD	ANNUAL	PAYMENT AMOUNT	\$31,107.22
		NUMBER OF PAYMENTS	5	OPTIONAL BUY-OUT
				\$132,800.00
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED				
MAKE: TBA		MODEL: 150-15AWX	YEAR: TBA	
STOCK NUMBER: TGN1271		SERIAL NUMBER: TBA		
150 15A AWD MOTOR GRADER		WIPER/WASHER, REAR	COOLANT, 50/50, -35C (-31F)	
GLOBAL ARRANGEMENT, LOW AMBIENT		STANDARD GLASS	ANTIFREEZE WINDSHIELD WASHER	
MOLDBOARD, 14' PLUS		CAB, PLUS (INTERIOR)	FUEL ANTIFREEZE, -25C (-13F)	
HITCH, TOWING		SEAT, AIR SUSPENS, CLOTH, HEAT	LANGUAGE, ENGLISH	
COLD WEATHER PLUS PACKAGE AWD		RADIO, 12V, AM/FM, WEATHERBAND	DECALS, ENGLISH (U.S.)	
LINES, STANDARD W/O ACCUMULATOR		USB, AUX INPUT, BLUETOOTH	LIGHTS, WORKING, PLUS, HALOGEN	
PRECLEANER, SY-KLONE		FAN, DEFROSTER, REAR WINDOW	LIGHT, LED WARNING STROBE	
ENGINE, TIER IV		CONVERTER, COMMUNICATION (CB)	MOUNTING, WARNING LIGHT	
DRAIN, GRAVITY, ENGINE OIL		SHADE, SUN	TRANSMISSION, AUTOSHIFT	
BASE + 2 (FL, RIP)		SEAT BELT	LIGHTS, SERVICE, INTERNAL	
STARTER, ELEC, EXTREME DUTY		PRODUCT LINK, CELLULAR PLE742	HEADLIGHTS, FRONT, HIGH, HALOGEN	
LIGHTS, ARM, FOLD DOWN		TANK, FUEL, STANDARD	CAMERA, REAR VISION	
LIGHTS, ROADING, HALOGEN		FAN, STANDARD, AWD	MIRRORS, OUTSIDE HEATED 24V	
CAB, PLUS (STANDARD GLASS)		TIRES, 17.5R25 SOIL TRACTION MP	CONTROLS, PERF BUNDLE, AWD	
150 AMP ALTERNATOR		ARTICULATION GUARD	CONTROL, AUTO ARTICULATION-FULL	
TRADE-IN EQUIPMENT			SELL PRICE	\$308,002.56
MODEL:	140M3AWD - CATERPILLAR(AA)	YEAR: 2015	SN: N9T00348	
PAYOUT TO:		AMOUNT: \$174,380	PAID BY: Dealer	EXT WARRANTY
MODEL:		YEAR:	SN:	Included
PAYOUT TO:		AMOUNT:	PAID BY:	LESS GROSS TRADE ALLOWANCE
MODEL:		YEAR:	SN:	(\$218,400.00)
PAYOUT TO:		AMOUNT:	PAID BY:	NET BALANCE DUE
MODEL:		YEAR:	SN:	\$89,602.56
PAYOUT TO:		AMOUNT:	PAID BY:	DOCUMENT FEE
MODEL:		YEAR:	SN:	\$400.00
PAYOUT TO:		AMOUNT:	PAID BY:	TRADE-IN PAYOUT
MODEL:		YEAR:	SN:	\$174,380.00
PAYOUT TO:		AMOUNT:	PAID BY:	PLUS ANY APPLICABLE TAXES
				\$264,382.56
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			ACH Information:	
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			Bank = Wells Fargo NA	
			ABA number 121000248	
			Account number 4121956387	
			Email remittance advice to ACHPMTS@foleyeq.com	
<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY			<input type="checkbox"/> USED EQUIPMENT WARRANTY	
INITIAL			INITIAL	
The customer acknowledges that he has received a copy of the Foley Equipment Company/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 12 months unlimited hours			All used equipment is sold as is where is and no warranty is offered or implied except as specified here:	
Premier warranty 60 mo 2500 hour			Warranty applicable:	
CSA:				
NOTES:				

☐ By checking this box, the assignment denoted in item No. 9 on the back of the contract applies. ☒ By checking this box, the assignment denoted in item No. 9 on the back of the contract does not apply.

This order is not valid until approved by Sales Manager

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

ORDER RECEIVED BY	Foley Equipment Company	PURCHASER
Ulises Treto		
REPRESENTATIVE	APPROVED AND ACCEPTED ON	
	CITY OF WINFIELD	
		PURCHASER
SALES MANAGER	BY	SIGNATURE
		TITLE

TERMS AND CONDITIONS

1. Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
2. This order, when accepted by Seller, shall become a binding contract, but shall be subject to strikes, lockouts, accidents, fire, delays in manufacturing or transportation, acts of God, embargoes, or governmental action, or any other causes beyond the control of the Seller, whether the same as or different from the matters and things hereinbefore enumerated, and any of said causes shall absolutely absolve the Seller from any liability to the buyer under the terms hereof.
3. Unless the equipment is paid in full in cash at the time of delivery, Seller retains and Buyer hereby grants to Seller a purchase-money security interest in the equipment, including all accessories, spare parts, special fittings, and tools thereof, and all additions, accessions, increases, improvements, renewals, substitutions, or replacements thereof (collectively, the "Collateral"), together with all proceeds from any sale or other disposition of all or any part of the Collateral to secure the full amount owed therefore, together with all interest, fees, and penalties. Unless Buyer shall execute a separate security agreement with Seller covering the Collateral, this Agreement shall constitute a security agreement for the Collateral. Promptly upon request, Buyer agrees to execute a note or other evidence of Buyer's indebtedness for the Collateral, which shall only constitute evidence of such indebtedness and not a payment or satisfaction of such indebtedness. Promptly upon request, Buyer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Seller, in Seller's discretion, to perfect Seller's security interest in the Collateral, including but not limited to, any financing statements. Buyer hereby irrevocably appoints Seller its attorney-in-fact, which such appointment shall be coupled with an interest, to do such acts and to execute and file all such documents on Buyer's behalf, which power is coupled with an interest, and which power is delegable by Seller. Buyer acknowledges that Seller's signature or the signature of its delegate on such documents to be the same as Buyer's own for all purposes and with the present intent to authenticate the document. Buyer represents and warrants to Seller that (a) Buyer has the power to make, deliver, and perform under this Agreement, (b) the person executing this Agreement is authorized to do so on behalf of Buyer, (c) this Agreement constitutes a valid obligation of Buyer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial, and other information submitted to Seller in connection with this Agreement is and shall be true, correct, and complete; (e) the Buyer: if an individual, has his or her principal residence in Kansas or Missouri, or in state otherwise indicated on the front of this order, if a registered entity, is registered under the laws of the State of Kansas or Missouri, or in state otherwise indicated on front of this order; if a non-registered entity, has its principal place of business in Kansas or Missouri, or in state otherwise indicated on front of this order; (f) Buyer's name set forth on the front of this Agreement is Buyer's full, legal name; and (g) the Collateral is and shall remain located in the State of Kansas or Missouri or state otherwise indicated on the front of this order. A breach by Buyer in the terms, representations, or warranties of this Agreement or the terms of any invoice for the equipment hereunder, including but not limited to, failure to pay in full the amount owed for the equipment within the time periods stated herein or on any such invoice, shall constitute an event of default, and all amounts owing to Seller shall be immediately due, and Seller shall have all rights and remedies in law or in equity, including but not limited to, the Kansas or Missouri Uniform Commercial Code, and as set forth herein.
4. Unless Shipment is provided by Seller, the Seller's responsibility for shipment ceases upon delivery to the transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by the Buyer direct to the transportation company. Any claims against the Seller for shortages in shipments shall be made within fifteen days after receipt of shipment
5. The Buyer agrees that this order shall not be countermanded by him, and that when it is accepted (and until the execution and delivery of the contract or contracts and Note or Notes required to consummate the sale as above specified) it will cover all agreements between the parties relative to this transaction, and that the Seller is not bound by any representative or terms made by any agent relative to this transaction which are not embodied herein.
6. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** Buyer understands and agrees that Seller is not the manufacturer of the Equipment; the Equipment is of a size, design, capacity, description, and manufacture selected by Buyer; Buyer is satisfied that the Equipment is suitable and fit for its intended purposes, including without limitation compliance with air quality or other environmental requirements. Buyer is solely responsible to know, understand, and comply with all requirements applicable to the jurisdictions where the Equipment will be used. The Equipment described herein as "new" is sold subject to such warranties as are made in writing by the manufacturer of the Equipment thereof. Except to the extent a special warranty is made by Seller in writing and executed by Seller's authorized representative, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, MATERIALS CONTAINED IN THE EQUIPMENT, OR BUYER'S USE THEREOF, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF SELLER IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE MAXIMUM EXTENT OF SELLER'S LIABILITY TO BUYER SHALL BE THE TOTAL AMOUNT OF ANY PAYMENTS MADE BY BUYER TO SELLER.
7. **Consumer Laws.** The laws of certain jurisdictions prohibit the limitation of certain warranties and the remedies and damages for the breach of such warranties. If any provision of this Agreement is in conflict with any statute or rule of law of any state or district in which jurisdiction may lie for enforcement, then such provision shall be deemed null and void to the extent but only to the extent that it may conflict therewith; and the remaining provisions hereof shall not be invalidated, but may be reformed by the court to the extent necessary to protect the rights of the parties.
8. If this equipment is being rented with an option to purchase, all service and repairs performed on this machine must be in accordance with the manufacturer's recommendation, using parts only from the manufacturer of this machine. Buyer agrees that Buyer is responsible to obtain all insurance coverage for equipment while it is being rented from seller. Buyer agrees to be bound by the terms of any rental agreement with the seller of the equipment in addition to terms of this agreement.
9. Notice is hereby given that Foley Equipment Company has assigned its rights under this sales contract to CATD Exchange Services, LLC to sell the rental equipment described herein and, if applicable, to purchase trade-in property described herein.
10. In the event this machine is equipped with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and/or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

Buyer's Initials _____



Request for Commission Action

Date: January 26, 2021

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

Action Requested: Consider entering into an agreement for the construction of pickleball courts at Albright Park

Analysis:

As previously discussed, this is part of a larger overall project for improvements to Albright Park. This contract would provide for the construction of four pickleball courts, court surfacing, lighting, fencing, and screening. The courts would be construction of post-tensioned concrete which substantially reduces the extent of cracking in the concrete. Darrel Snyder of Mid-American Courtworks provided the design layout and proposal for the construction. Darrel was also the contractor for the construction of the additional Tennis Courts at the TH Vaughn Tennis Center in 2013.

Fiscal Impact: The court project is \$161,000 of an overall improvement project for the park estimated at approximately \$400,000. Of the total improvement project, the City will fund \$100,000 from the Capital Improvement fund.

Attachments: Resolution

A RESOLUTION

AWARDING a contract and directing the City Manager and Clerk of the City of Winfield, Kansas to execute a contract for the construction of pickleball courts and associated improvements at Albright Park.

WHEREAS, Mid-American Courtworks gave an acceptable proposal and their proposal was within the engineer's estimate of construction costs;

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

Section 1. The City Manager and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute a contract for the amount of one hundred sixty-five thousand and four hundred dollars (\$165,400.00) for the construction of pickleball courts, lighting, and fencing improvements at Albright Park, between the City of Winfield, Kansas and Mid-American Courtworks, a copy of which is attached hereto and made a part hereof the same as if fully set forth herein.

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

ADOPTED this 1st day of February 2021.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

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

DATE:
1-18-21



Mid-American Courtworks

Darrel Snyder
Certified Court Builder



230 N. Byron Rd.
Wichita, KS 67212

Office/fax: 316.558.5920
Mobile: 316.650.8620
Email: midamericacts@cox.net

CONTRACT BUDGET PROPOSAL:

City of: Winfield, KS.

From (Contractor): Darrel Snyder (CTCB)
Mid-American Courtworks
230 N. Byron Rd.—Wichita, KS. 67212

To: City of Winfield, KS.
Attention: Tim Nihart (620) 218-2922 (*timnhart@winfieldks.org*)

Proposed scope of work and specifications for:

4 proposed new pickleball courts @ Albright Park (15th Street, Winfield, KS.)
Old tennis courts (fence) to be removed by the city. Work by City to include providing a proper sub-base for the 4 new pickleball courts. Final layout for courts is to be determined prior to commencement of work.
(See provided court drawings)

SITE LAYOUT: (5 inch thick post-tensioned concrete slab)

- Layout Option #1: 4 pickleball courts in a row. (140 ft. x 65 ft.)
- Layout Option #2: 4 pickleball courts in a row with a middle viewing area. (152 ft. x 65 ft.)
- Layout Option #3: 4 pickleball courts with 2 courts end to end (70 ft. x 130 ft.)

Work to include:

1. Fine grade up to 2 inches on top of provided sub-base. (City to provide a graded sub-base with a minimum of 1 inch of Fall per 10 lineal ft. (Example: 7 inches of fall for 70 lineal feet.)
2. Set perimeter form boards and provide a 12 inch wide by 8 inch deep thickened edge. (grade beam)
3. Provide vapor barrier (2 layers of 6 mil plastic, overlapping and taping edges.) as well as post-tensioned concrete cable system.
4. Set new net post sleeves and center tie down pins to future height of post-tensioned concrete.
5. Drill perimeter and court divider fence footings. Set PVC sleeves for interior fence.
6. Pump concrete, and laser-screed placement of **5 inches** of 4,000 p.s.i. concrete.
7. Install perimeter and court divider fence. (Galvanized) Note: Add Cost for Black fence.
 - a.) Perimeter fence is to be 6 foot tall with lower court divider fence to be 4 ft. tall. (2-7/8 in. posts.)
 - b.) Fence is to have top and bottom rails.
 - c.) Spacing of fence posts not to exceed 10' (+/-2").
8. Install 4 sets of new internal wind net posts (Douglas Ind. Premier XS posts with P.B. nets and center straps.
9. After the 30 day concrete cure period, installation of acrylic color system and playing lines. (2 or 3 color system)
10. Installation of accepted court amenities such as fence revisions, w. screens, lights, sidewalks, viewing areas. (Add Cost)

PROJECTED BASE PRICE (MATERIALS AND LABOR) FOR ABOVE WORK:

Layout Option #1:	Base Price:	\$114,000.00	(Does not include any walkway or viewing area(s))
Layout Option #2:	Base Price:	\$118,800.00	(Does include a 12ft. x 65 ft. middle viewing area)
Layout Option #3:	Base Price:	\$113,400.00	(Does not include any walkway or viewing area(s))

Base price may be adjusted up or down depending on revisions to the scope of work. **Price excludes sales tax on materials.**

ADD (Deduct) OPTION(S): (Additional Work and cost increases to Base Price Above)

		To Accept Check Below
A. Install 5 ft. tall windscreens on 6 ft. fence. (Option #1) (Est. 380 ft.)	ADD COST:	\$2,700.00
Install 5 ft. tall windscreens on 6 ft. fence. (Option #2) (Est. 400 ft.)	ADD COST:	\$2,800.00
Install 5 ft. tall windscreens on 6 ft. fence. (Option #3) (Est. 330 ft.)	ADD COST:	\$2,400.00

COURT SURFACING • POST-TENSIONED CONCRETE • COURT ACCESSORIES • CONSULTING

"OUR GOAL IS TO EXCEED YOUR EXPECTATIONS"

To Accept Check Below

B. Techlight LED Court Lighting (Projected 50 to 60 ave. foot candles--1/2 operational costs)

NOTE: Materials Only: 20 ft. poles (4 inch round, 11 ga.)

Provide L.E.D. lighting for Option #1:

ADD COST: \$32,000.00 _____

Provide L.E.D. lighting for Option #2:

ADD COST: \$34,000.00 _____

Provide L.E.D. lighting for Option #3:

ADD COST: \$34,000.00 _____

Installation of fixtures, wiring, and lighting controls to be done by a licensed electrician.

C. Install light post footings (10 pole system "Option #1 layout)

ADD COST: \$4,500.00 _____

Note: 10 footings with anchor bolts and conduit ran around perimeter and between courts for electrician to connect to light controls.
Footings to be reinforced. (18" O.D. x 36")

D. Install light post footings (12 pole system "Option #2 & #3 layout)

ADD COST: \$5,400.00 _____

Note: 12 footings with anchor bolts and conduit ran around perimeter and between courts for electrician to connect to light controls.
Footings to be reinforced. (18" O.D. x 36")

E. Install Black fence rather than galv. fence.

ADD COST: \$4,400.00 _____

F.) Install any additional concrete sidewalks or viewing areas. Cost to depend upon the amount of concrete and area. (Est. \$6.25 per square foot)

ADD COST: TBD _____

G.) Semi-Inclosed (roof structure) to cover 2 of the pickleball courts.

G-1.) Clear-Span Fabric Structure (70 ft. x 70 ft.)

PROJECTED ADD COST: \$112,000.00 _____

G-2.) All Steel Structure (70 ft. x 70 ft.)

PROJECTED ADD COST: \$120,000.00 _____

Note: 50% of "add cost" down with order for above roof structures. Lighting to be an additional "add cost".
50% discount on outdoor lighting costs to offset cost for roof structure lighting.

CONTRACT SUMS AND TOTAL(S) AS ACCEPTED ABOVE: \$ _____.

Terms & Conditions:

- One (1) year standard warranty on materials and workmanship. Warranty does not cover cracking which can happen as concrete dries. Cables, when fully-stressed will compress the cracks and minimize the size and visibility. When the surface coatings are applied, small (visible) surface cracks may develop due to "reflective" cracking.
- Contractor to follow recommended construction practices as per ASBA and USTA construction guidelines.
- Monthly draws (Schedule of Values) to be submitted on completed work, with a final balance due upon completion of work.** Changes in work to be added to final bill. Project deemed tax exempt. State Project Exemption Form to be submitted by City prior to start of work. If not tax exempt, then sales taxes will be added to materials purchased.
- City to provide access to water and electricity.
- City responsible for pre-construction location of utilities and underground lines and removal (re-location) of lines as needed for construction of courts. Note: City to provide access to site for trucks and equipment needed for the project. Contractor or Contractor's sub will not be held responsible for unavoidable damage to grass and vegetation due to construction work. Work may be necessary when ground is wet and rutting of soil is likely to occur.
- Contractor to re-level and backfill around slabs. (Excludes: re-seeding and grass restoration.)
- Perimeter work not included in this bid may be done by the City or City representatives. (Example: concrete viewing areas, or covered shade areas.)
- The requested "Total Bid Price" is for work as described and accepted in this proposal. Any adjustments to the "scope of work" (labor and/or materials) is to be executed by a signed "change order", which includes adjustments to the construction price total.
- This proposal (prices) valid for a period of 45 days. Price increases on materials may affect final contract price.

This proposal offered By:
Darrel Snyder
Mid-American Courtworks

This proposal accepted By: _____

Title: _____

Date: _____

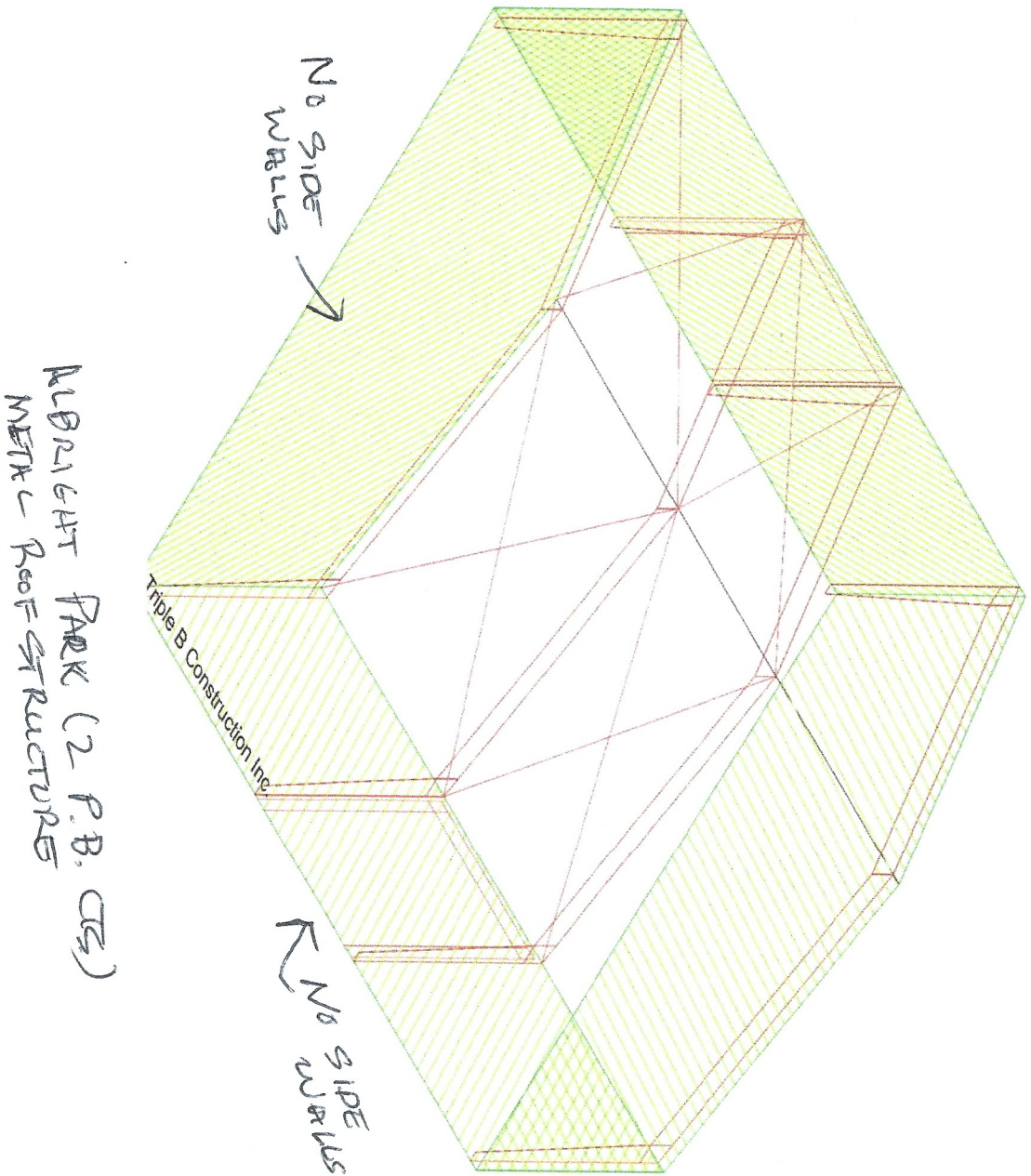
Date: _____

DRAWING BY: DARREL SLYDE
(MID-AMERICAN COURTWORKS)
ALBRIGHT PARK (WINFIELD, KS)
ROOF COVER CONCEPT FOR 2 PICKLEBALL CTS

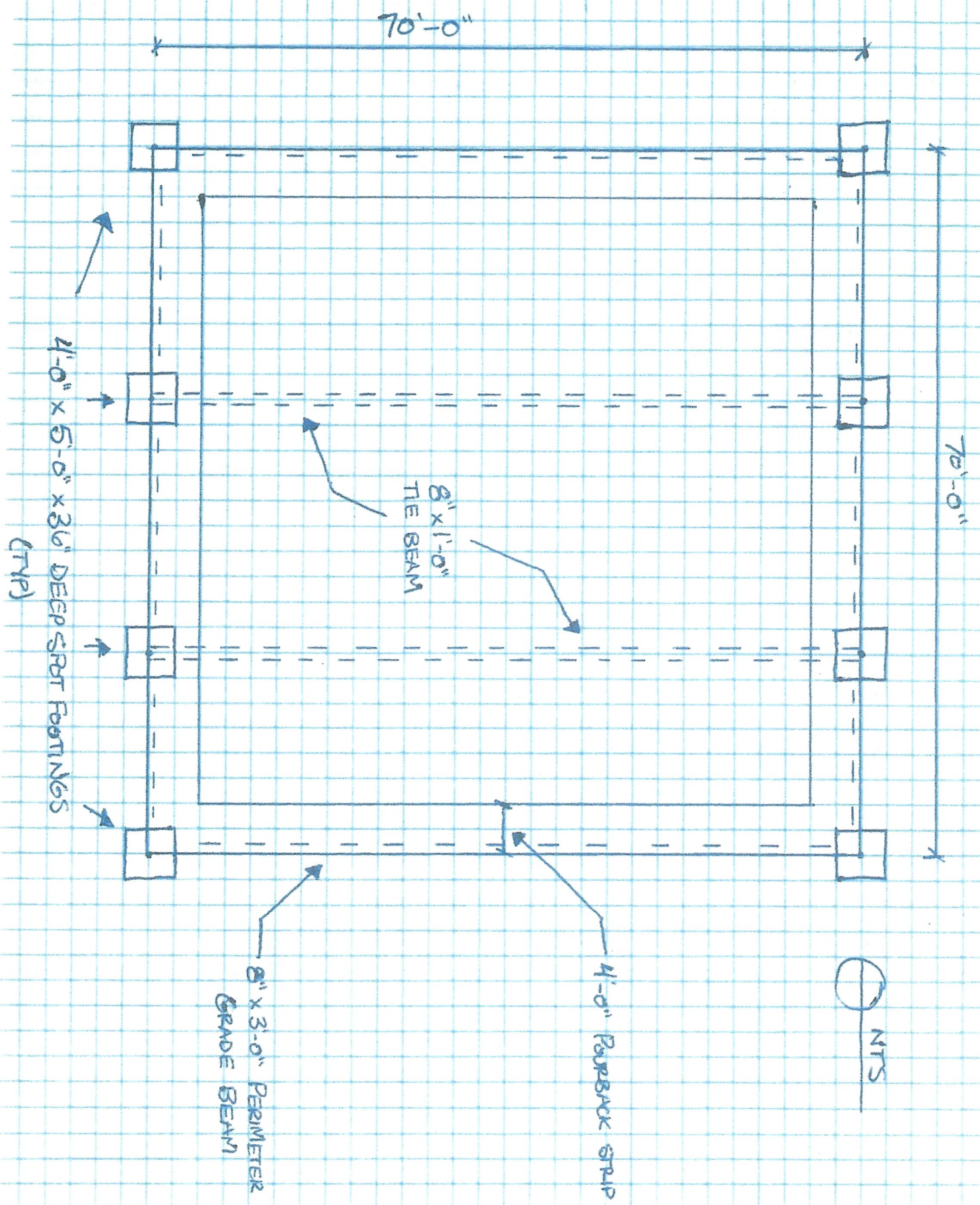
NOTE:
70' X 70' ROOF STRUCTURE
16' EAVE HEIGHT
24'-28" ROOF PEAK
(EITHER METAL ROOF OR FABRIC ROOF)



Not To Scale



METAL ROOF STRUCTURE
WINDFELD, KS.





— Pickleball TX Dreamland.jpg —

FABRIC ROOF STRUCTURE
STRONG NYLON FABRIC (TRANSLUCENT)
BRIGHT NATURAL LIGHT

A RESOLUTION

AWARDING a contract and directing the City Manager and Clerk of the City of Winfield, Kansas to execute a contract for the construction of restroom facilities and associated improvements at Albright Park.

WHEREAS, Conco Construction gave an acceptable proposal and their proposal was within the engineer's estimate of construction costs;

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

Section 1. The City Manager and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute a contract for the amount of seventy-five thousand four hundred ninety-five dollars (\$75,495.00) for the construction of restroom facility improvements at Albright Park, between the City of Winfield, Kansas and Conco Construction, a copy of which is attached hereto and made a part hereof the same as if fully set forth herein.

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

ADOPTED this 1st day of February 2021.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager



BUDGET PROPOSAL

January 26, 2021

Mr. Patrick Steward
City of Winfield
200 E. 9th Ave.
Winfield, KS 67156

RE: City of Winfield Park Restroom Facility

Conco Construction offers for your review this **BUDGETARY** proposal of construction services for the scope of services listed below:

Scope of Conco Construction's Services:

- Division 1
 - General Conditions
 - Supervision
 - Safety
 - Layout
 - Temporary fencing
 - Temporary facilities
 - Dumpster
 - Testing
 - Equipment
 - Design Fees – Allowance of \$6,350.00
- Division 3
 - 12"x36" Grade beams (60 LF)
 - (3) #5 at 12" O.C. horizontal reinforcing
 - 2" rigid insulation one side
 - 6" Slab on Grade (170 SQFT)
 - WWM reinforcing
- Division 4
 - 8" CMU block exterior walls (60 LF)
 - #5 @ 24" O.C. vertical reinforcing
 - (2) #4 bond beam reinforcing
 - Bond beams at 48" O.C.
 - Fully grouted walls
 - Decorative block – Allowance of \$4.50/block



- 8" CMU block interior walls (17 LF)
 - #5 @ 24" O.C. vertical reinforcing
 - (2) #4 bond beam reinforcing
 - Bond beams at 48" O.C.
 - Fully grouted walls
 - Standard block
- Division 6
 - Wood trusses (4 EA) – Allowance of \$800.00 for roof trusses
 - Plywood sheathing (250 SQFT)
 - Wood siding (50 SQFT) – Allowance of \$250.00 for siding
 - Wood soffit (100 SQFT) – Allowance of \$800.00 for soffit
- Division 7
 - Caulking
- Division 8
 - Commercial grade hollow metal doors, frames and hardware (3 EA) – Allowance of \$3,500.00
- Division 9
 - Painting of interior masonry walls (650 SQFT)
- Division 10
 - Louvers (4 EA) – Allowance of \$400.00 for louvers
 - Signage (2 EA)
 - Trash cans (2 EA)
 - Mirrors (2 EA)
 - Paper towel dispenser (2 EA)
 - Toilet paper dispenser (2 EA)
 - Grab bars (4 EA)
- Division 13
 - Metal panel roof sheets and trim (250 SQFT) – Material Allowance of \$1,100.00
- Division 15
 - Mechanical and Plumbing system (Winfield Plumbing and Heating)
 - Plumbing fixtures (4 EA)
 - Point of Use Water Heater (1 EA)
 - Floor drains (2 EA)
 - Freeze proof wall hydrant (1 EA)
 - Exhaust fan (1 EA)
 - Ducting
 - Piping
- Division 16
 - Electrical system (A&H Electric)
 - Single phase 100 Amp 120/208 Volt panel



- 20' of secondary wiring from existing source
- One GFCI receptacle
- Connections to 1 exhaust fan
- Lighting fixtures with motion sensors
- Connections to point of use water heater

Exclusions from our Services:

- All Division 2 work including:
 - Grading
 - Stabilization
 - Utilities
 - Demolition
- Piping insulation
- Building heating and/or cooling
- Gutters and downspouts
- Building permits
- Inspection fees
- Tap fees
- Temporary utilities costs
- Sales tax
- Costs above stated allowances
- Costs above stated quantities

We specifically exclude any removal, handling, abatement, or manipulation of any hazardous or toxic materials including mold and asbestos.

Base Bid Budgetary Cost:

- **\$75,495.00**

Alternates:

Omit proposed Floor Drains	Deduct	<\$550.00>
Omit proposed Freeze Proof Wall Hydrant	Deduct	<\$275.00>
Add piping insulation	Add	\$1,320.00
Provide electric unit heater in plumbing chase	Add	\$1,500.00

Due to the fluctuations in the raw materials market our proposal pricing is valid for 30 days. After 30 days our proposal pricing may require revisions.



We appreciate the opportunity to provide you with the proposal and we are excited to begin the construction process with you. Please do not hesitate to contact us if you need any additional information or have any further questions.

Respectfully,

A handwritten signature in black ink that reads "Miles Smith".

Miles Smith
Project Manager
Conco Construction

A RESOLUTION

AWARDING a contract and directing the City Manager and Clerk of the City of Winfield, Kansas to execute a contract for the construction of playground facilities and associated improvements at Albright Park.

WHEREAS, VersaSport, Wichita, Kansas, gave an acceptable proposal and their proposal was within the engineer's estimate of construction costs;

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

Section 1. The City Manager and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute a contract for the amount of fifty-nine thousand six hundred fifty-two dollars and thirty cents (\$59,652.30) for the construction of playground facility improvements at Albright Park, between the City of Winfield, Kansas and VersaSport, Wichita, Kansas, a copy of which is attached hereto and made a part hereof the same as if fully set forth herein.

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

ADOPTED this 1st day of February 2021.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager

----- Estimate -----

6801 N Meridian Ave
WICHITA, KS 67204 US
(316) 259-8974

Estimate #: 10643
Date: 01/04/2021
Exp. Date: 07/04/2021
\$59,652.30

Address:

Taggart Wall
City of Winfield
200 E 9th Avenue, Winfield, KS 67156
Winfield, KS 67156

P.O. Number: Albright Park
Sales Rep: Lee Engler
phone number: 316-259-8974

Item	Qty	Rate	Amount
12"x12" Concrete border 170 LF	1	2,550.00	2,550.00
XGrass Prime IPEMA Certified Turf	1	32,555.00	32,555.00
Playground Safety Surface System. Includes - Mobilization, topsoil removal (spread around perimeter) Geotextile separation fabric, perimeter drain pipe to daylight outside of border, gravel base, safety foam, XGrass Prime synthetic turf and Envirofill coated infill 1800 SF			
Octagon Rung Horz. Ladder PTC013	1	2,944.00	2,944.00
Colors to be determined			
3 Piece Music Set PMC005	1	4,412.00	4,412.00
Colors to be determined			
Zig-Zag Balance Beam PFS062	1	384.00	384.00
Color to be determined			
Sit and Spin PFS019	1	634.00	634.00
Color to be determined			
Goric Ball Climber utilizing (2) small half, (1) Large half, (3) medium half	1	3,076.00	3,076.00
Kompan Birds Nest Swing KSW92008	1	3,660.00	3,660.00
Freight	1	2,947.30	2,947.30
Playground Equipment Installation Includes- Mobilization, concrete footings and equipment assembly.	1	6,490.00	6,490.00

Total:

\$59,652.30

Provided by Owner: Remove existing equipment and existing playground safety surface. Provide drainage connection, any additional topsoil, grass planting.

Estimate per concept drawing dated: 1/04/2021

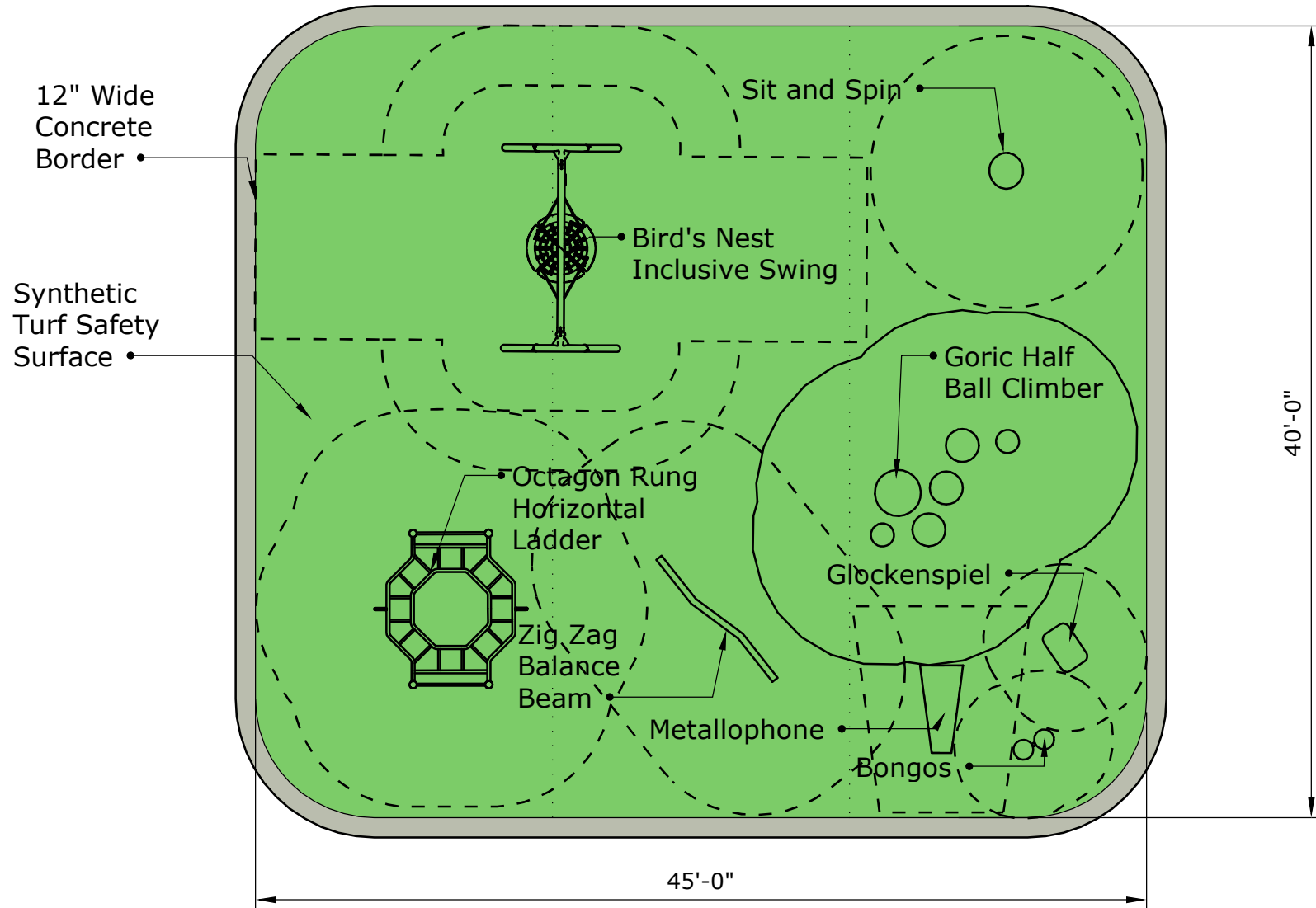
If organization has Tax Exemption Status, please provide Exemption Certificate and/or Project Exemption Certificate at time of project acceptance. If not available, applicable sales tax will be included.

Required permits, if any, to be paid by Owner.

Down payment of 50% required. Remainder of project price will be invoiced at time of completion.

Approve this estimate and return to VersaSport to make order. We will send you an Invoice for payment. Invoices will be sent by QuickBooks to customer for online payment or for other payment options. Please send payments to address on Invoice.

Thank you.



Albright Park Playground

15th and John Street
Winfield, Kansas 67156
Taggart Wall, (620) 222-5495

Conceptual Plan

Drawn By: Lee Engler Date: January 4, 2021



316.259.8974