

**CITY COMMISSION MEETING
Winfield, Kansas**

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

AGENDA

CALL TO ORDERMayor Gregory N. Thompson
ROLL CALL.....City Clerk, Brenda Peters
MINUTES OF PRECEDING MEETING.....Monday, October 18, 2021

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 21123 – An Ordinance – Authorizing the City of Winfield, Kansas, to enter into a lease purchase transaction, the proceeds of which will be used to pay the costs of acquiring ambulance equipment for use in the City; and to approve the execution of certain documents in connection therewith.

Bill No. 21124 – An Ordinance – Authorizing the City of Winfield, Kansas, to enter into a lease purchase transaction, the proceeds of which will be used to pay the costs of acquiring electric utility equipment for use in the City; and to approve the execution of certain documents in connection therewith.

Bill No. 21125 – An Ordinance – Amending Chapter 54 of the Winfield City Code and establishing a new section of regulations related to the parking of vehicles or machinery on front and side yards.

Bill No. 21126 – An Ordinance – Amending Chapter 74 of the Code of Ordinances of the City of Winfield, Kansas, relating to The Standard Traffic Ordinance and General Provisions, by the amendment of Sections 74-81 and 74-82.

Bill No. 21127 – An Ordinance – Amending Chapter 58, of the Code of Ordinances of the City of Winfield, Kansas, relating to the Uniform Public Offense Code, for Kansas Cities, 2021 Edition, by the amendment of Section 58-1.

Bill No. 21128 – A Resolution – Authorizing and directing the City Manager and Clerk of the City of Winfield, Kansas, to execute a contract for building repairs on the existing Fire Station between the City of Winfield, Kansas and Mid-Continental Restoration Co., Inc.

OTHER BUSINESS

-Award of bid to Thomson Construction for replacement roof at the Community Center
-Approval of an agreement with Cowley College for the use of Winfield Fire Training facilities.

ADJOURNMENT

-Next Commission work session 4:00 p.m. Thursday November 10, 2021.
-Next regular meeting 5:30 p.m. Monday, November 15, 2021.

CITY COMMISSION MEETING MINUTES

Winfield, Kansas

October 18, 2021

The Board of City Commissioners met in regular session, Monday, October 18, 2021 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Gregory N. Thompson presiding. Commissioner Phillip R. Jarvis was present by phone. Commissioner Ronald E. Hutto was absent. 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; Gus Collins, Director of Utilities; Eryn Ebach, Community Development Coordinator/Planner; and Josh Wallace, Environmental Inspector.

City Clerk Peters called roll and noted Commissioner Hutto as absent

Commissioner Jarvis moved that the minutes of the October 4, 2021 meeting be approved. Mayor Thompson seconded the motion. With both Commissioners voting aye, motion carried.

PRESENTATIONS

Police Chief DeLong introduced Pastor Nathan Cook, the new Chaplain for the Police Department.

-Winfield Police Department Oaths of Office

- City Clerk Peters gave the Oath of Office to Officer Kelsey Horinek
- City Clerk Peters gave the Oath of Office to Officer Chad McGathy
- City Clerk Peters gave the Oath of Office to Officer Nick Hatfield

-Winfield Police Department Life Saving Awards. Police Chief DeLong presented the Life Saving Award to Officer Billy Wollard and Master Police Officer Dakota Richardson for taking action to save a life on April 17, 2021.

Police Chief DeLong presented the Life Saving Award to Lieutenant Greg Veneble, Master Police Officer Dakota Richardson and Master Police Officer Kevin McDonald for taking action to save a life on July 26, 2021.

PUBLIC HEARING

- Consider determination that the structures at 911 E 14th Ave are unsafe and/or dangerous, and ordering said structure(s) to be repaired or removed in ninety (90) days. Mayor Thompson opened a public hearing to consider condemnation of the structures at 911 E 14th Ave. With no one present to comment, Mayor Thompson closed the public hearing.

- Consider determination that the structures at 1112 E 6th Ave are unsafe and/or dangerous, and ordering said structure(s) to be repaired or removed in ninety (90) days. Mayor Thompson opened a public hearing to consider condemnation of the structures at 1112 E 6th Ave. With no one present to comment, Mayor Thompson closed the public hearing.

BUSINESS FROM THE FLOOR

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

NEW BUSINESS

Bill No. 21114 – A Resolution – Setting forth findings that the structure(s) located on a tract of land legally described as follows: PARSONAGE ADD, Lot 7 - 8, to Winfield, Kansas. Commonly known as 911 E 14th Ave. Recorded in Book 414 page 196, in the Office of the Register of Deeds of Cowley County, Kansas is unsafe and/or dangerous and ordering said structure(s) to be repaired or removed in

ninety (90) days. Environmental Inspector Wallace explained that the owner of the property did not have the ability to proceed with demolition. Upon motion by Mayor Thompson, seconded by Commissioner Jarvis both Commissioners voting aye, Bill No. 21114 was adopted and numbered Resolution No. 9921.

Bill No. 21115 – A Resolution – Setting forth findings that the structure(s) located on a tract of land legally described as follows: GRANDVIEW ADD WINFIELD, BLOCK 5, E7.5 LT 9 & ALL LT 10, to Winfield, Kansas, commonly known as 1112 E 6th Ave. Recorded in Book 1041 page 192, in the Office of the Register of Deeds of Cowley County, Kansas is unsafe and/or dangerous and ordering said structure(s) to be repaired or removed in ~~ninety (90)~~ (amended upon motion by Mayor Thompson, seconded by Commissioner Jarvis to) thirty (30) days. Upon motion by Mayor Thompson, seconded by Commissioner Jarvis both Commissioners voting aye, Bill No. 21115 was adopted and numbered Resolution No. 10021.

Bill No. 21116 – A Resolution – Determining the existence of certain nuisances at 607 Loomis St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Upon motion by Commissioner Jarvis, seconded by Mayor Thompson both Commissioners voting aye, Bill No. 21116 was adopted and numbered Resolution No. 10121.

Bill No. 21117 – A Resolution – Determining the existence of certain nuisances at 219 N Massachusetts St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Upon motion by Mayor Thompson, seconded by Commissioner Jarvis both Commissioners voting aye, Bill No. 21117 was adopted and numbered Resolution No. 10221.

Bill No. 21118 – A Resolution – Determining the existence of certain nuisances at 7 Kineer Rd in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Upon motion by Commissioner Jarvis, seconded by Mayor Thompson both Commissioners voting aye, Bill No. 21118 was adopted and numbered Resolution No. 10321.

Bill No. 21119 – A Resolution – Determining the existence of certain nuisances at 711 E 6th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Upon motion by Mayor Thompson, seconded by Commissioner Jarvis both Commissioners voting aye, Bill No. 21119 was adopted and numbered Resolution No. 10421.

-STRICKEN-

~~**Bill No. 21120 – A Resolution** – Determining the existence of certain nuisances at 1006 E 10th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.~~ Mayor Thompson moved to strike Bill No. 21120, seconded by Commissioner Jarvis both Commissioners voting aye, Bill No. 21120 was stricken.

Bill No. 21121 – A Resolution – Determining the existence of certain nuisances at 332 N Massachusetts St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Upon motion by Commissioner Jarvis, seconded by Mayor Thompson both Commissioners voting aye, Bill No. 21121 was adopted and numbered Resolution No. 10621.

Bill No. 21122 – A Resolution – Authorizing the City Manager to enter into a to a Field Agreement between the City of Winfield, Kansas and Midwest Moos INC, regarding the use of Broadway Sports Complex for 2022 & 2023. City Manager Wall explains this Resolution authorizes an agreement between the City of Winfield, Kansas and Midwest Moos INC, for the use of Broadway Sports Complex. Upon motion by Mayor Thompson, seconded by Commissioner Jarvis both Commissioners voting aye, Bill No. 21122 was adopted and numbered Resolution No. 10721.

OTHER BUSINESS

ADJOURNMENT

Upon motion by Mayor Thompson, seconded by Commissioner Jarvis, both Commissioners voting aye, the meeting adjourned at 5:48 p.m.

Signed and sealed this 28th day of October 2021.

Signed and approved this 1st day of November 2021.

Brenda Peters, City Clerk

Gregory N. Thompson, Mayor



Request for Commission Action

Date: 11/1/2021

Requestor: Taggart Wall, City Manager

Action Requested:

Award of a lease purchase agreement for ambulance equipment financing to Community National Bank

Analysis:

Earlier this year the City agreed to purchase a 2021 Type I ambulance from Osage Ambulance. As budgeted, the ambulance is planned to be financed over a period of five years. The City recently took delivery of the ambulance and has solicited bids for the financing.

| Equipment | Issuer | Amount | Rate | Fees | Term | Period |
|-----------|--------|------------|-------|-----------|-----------|-------------|
| Ambulance | RCB | \$ 215,000 | 1.85% | \$ 570.00 | 60 months | Semi-annual |
| Ambulance | CNB | 215,000 | 1.71% | \$ 250.00 | 60 months | Semi-annual |
| Ambulance | USB | 215,000 | 1.90% | \$ 100.00 | 60 months | Semi-annual |

Fiscal Impact: Annual budgeted impact is approximately \$45,000.

Attachments: Ordinance, Term Sheet, Build Quote

ORDINANCE NO. 4165

AN ORDINANCE AUTHORIZING THE CITY OF WINFIELD, KANSAS, TO ENTER INTO A LEASE PURCHASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF ACQUIRING AMBULANCE EQUIPMENT FOR USE IN THE CITY; AND TO APPROVE THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, under the constitution and statutes of the State of Kansas, particularly Article 12, § 5 of the Kansas Constitution and K.S.A. 12-101 *et seq.*, the City of Winfield, Kansas (the “City”) is empowered to enter into certain leases, lease purchase agreements and installment purchase agreements for the lease and/or acquisition of property; and

WHEREAS, K.S.A. 10-1116b provides in pertinent part that nothing in the provisions of K.S.A. 10-1101 *et seq.* shall prohibit a municipality from entering into a lease agreement, with or without an option to buy, or an installment-purchase agreement, if any of such agreements specifically state that the municipality is obligated only to pay periodic payments or monthly installments under the agreement as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during such municipality's current budget year, or (b) funds made available from any lawfully operated revenue producing source; and

WHEREAS, the City has a need to acquire certain ambulance equipment, specifically including a 2021 Osage Type I Ambulance on a 2021 Ford F450, 4X4, 6.7L Powerstroke Diesel, 169” wheelbase, dual rear wheel cab chassis in the amount of \$206,845 (the “Equipment”) to be used in the City to further its governmental and public purpose as contemplated by law, but does not have sufficient moneys on hand legally available to purchase the Equipment for its use; and

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for the City to take the following actions:

1. Enter into an annually renewable lease purchase agreement (the “Agreement”) with the lessor named therein (the “Lessor”), pursuant to which the City will lease the Equipment on a year-to-year basis from the Lessor with an option to purchase the Lessor’s interest in the Equipment, a form of which has been submitted to the governing body for review.

2. Enter into an Escrow Agreement, if necessary (the “Escrow Agreement,” and collectively with the Agreement, the “City Documents”), between the Lessor, the City and the escrow agent named therein (the “Escrow Agent”), pursuant to which the proceeds of the Agreement will be deposited with the Escrow Agent and disbursed to pay the costs of acquiring the Equipment and related costs thereto.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, AS FOLLOWS:

Section 1. Authorization and Approval of the City Documents.

- (a) The City Documents are hereby approved in substantially the form submitted to and reviewed by the governing body on the date hereof, with such changes therein as shall be approved by the

Mayor and City Attorney, the Mayor's execution of the City Documents to be conclusive evidence of such approval.

(b) The obligation of the City to pay lease payments under the Agreement and as set forth therein is subject to annual appropriation and shall constitute a current expense of the City and shall not in any way be construed to be an indebtedness or liability of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by the City, nor shall anything contained in the Agreement constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the Agreement shall be construed so as to give effect to such intent.

(c) The Mayor is hereby authorized and directed to execute and deliver the City Documents on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to affix the City's seal to the Agreement and attest said seal.

Section 2. Further Authority. The City shall, and the officials and agents of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the City Documents, the other documents authorized or approved hereby, and the Equipment.

Section 3. Reimbursement. Pursuant to Treasury Regulation § 1.150-2, the proceeds of the Agreement may be used to reimburse expenditures made on or after the date which is 60 days before July 6, 2020, which is the date the City initially approved the acquisition of the Equipment.

Section 4. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication of the Ordinance or a summary thereof in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the City on November 1, 2021 and signed by the Mayor.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

APPROVED AS TO FORM ONLY.

William E. Muret, City Attorney

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]



EMERGENCY SERVICES SUPPLY

2637 Drew Perry Road
Jefferson City, MO 65109

DATE: 05/20/2020
ESTIMATION TO: Winfield Fire & EMS
DELIVERY LOCATION: Winfield, KS
DELIVERY TIME: 2021 (TBD on Purchase Agreement Date)
PAYMENT: Net on delivery

2021 Osage Type I Ambulance on a 2021 Ford F450, 4X4, 6.7L Powerstroke Diesel, 169" wheelbase, dual rear wheel cab chassis & built as listed herein:

TOTAL DELIVERED PRICE - - - - - \$215,345.00

TRADE-IN OF 2014 TYPE III J1941 - - - - - (\$8,500.00)

TOTAL NET DELIVERED PRICE - - - - - \$206,845.00

Quotation valid for 45 days without review.

Quoted to match previous 2 Winfield units.

HGAC.

Includes delivery of ambulance to Winfield, KS.

Kyle Shimmens
Emergency Services Supply / Osage Ambulances
573.469.5683
kshimmens@osageind.com



October 29, 2021

REQUEST FOR TERMS

RE: City of Winfield, Kansas Proposed Equipment Lease Purchase Agmt for the Acquisition of an Ambulance.

Local Financial Institutions:

Please find the enclosed term sheet requesting terms for the financing through lease purchase of a new ambulance. The purchase price of the ambulance is \$206,845. We have included some additional legal and origination fees that we expect to be much lower than included herein.

If interested in proposing, please return your proposed rate and fees via email to the City Treasurer at mschooley@winfieldks.org with "Ambulance Lease" in the Subject Line no later than October 26, 2021 at 5:00p.m.

The City reserves the right to choose the most responsive proposal and to reject all proposals.

We appreciate your attention and response.

Should you have any questions, please let me or one of our finance staff know.

Sincerely,

A handwritten signature in black ink, appearing to read "Taggart Wall", written over a horizontal line.

Taggart Wall
City Manager

CITY OF WINFIELD, KANSAS
PROPOSED EQUIPMENT LEASE PURCHASE AGREEMENT
for the acquisition of an
AMBULANCE

FINANCING OVERVIEW

| | |
|-------------------------------------|--|
| <i>Principal Amount</i> | \$215,000 (Subject to Change) |
| <i>Anticipated Closing Date</i> | November 2021 |
| <i>Term</i> | 5 years |
| <i>Payment Structure</i> | Semiannual payments beginning April 2022 and ending Oct 2026. |
| <i>Optional Prepayment</i> | The City's obligations under the Lease may be prepaid on October 1, 2023 and thereafter at any time, in whole, for an amount equal to the remaining principal balance, plus accrued interest without penalty |
| <i>Plan of Finance</i> | <p>The City of Winfield, Kansas (the "City") is seeking equipment lease purchase financing (the "Lease") from a selected local or regional financial institution (the "Selected Firm") for the acquisition of a fully equipped 2021 Ford F450 Chassis with an Osage Custom Conversion ambulance. The ambulance is referred to herein as the "Equipment".</p> <p>The Lease will provide that the City make semiannual payments to the Selected Firm to amortize the Lease principal of \$215,000 (subject to change). Under the Lease, title to the Equipment will be vested with the City, subject to the Selected Firm's rights under the Lease for as long as no Event of Default has occurred under the Lease. The Lease will provide that upon an Event of Default or a termination of the Lease due to non-appropriation of funds by the City as described in the following section, possession and title to the Equipment will transfer to the Selected Firm. Subject to the conditions described in the following paragraph, upon payment by the City of all amounts owed under the Lease, at maturity or upon earlier prepayment, the Lease will terminate and all rights and interest in the Equipment will remain in the City.</p> |
| <i>Obligation of the City</i> | <u>The payments due under the Lease are subject to annual appropriation by the City's governing body.</u> If the City's governing body fails to appropriate and budget funds for payments due under the Lease in any particular fiscal year, the Lease will terminate as of the last day of the fiscal period for which funds were appropriated. The City's obligation to make payments under the Lease is not a general obligation or an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction. |
| <i>Origination Costs</i> | It is anticipated that the City will incur approximately \$10,000 of costs related to the origination and legal of the Lease and has included this amount in the principal amount of the Lease shown above. |
| <i>Lease Purchase Documentation</i> | To be provided by the Selected Firm and subject to review and approval of Gilmore and Bell, Wichita, Kansas ("Special Tax Counsel"). |
| <i>Interest Calculation Method</i> | Simple fixed interest, payable in arrears, 30/360 day count basis. |
| <i>Tax Status</i> | In the opinion of Special Tax Counsel, the interest portion of payments made by the City under the Lease will be excludable from gross income for federal income tax purposes and excluded from computation of Kansas adjusted gross income, subject to City compliance with requirements of applicable provision of the Internal Revenue Code that must be satisfied subsequent to delivery of the Lease. The Lease will be considered Bank Qualified. |



Request for Commission Action

Date: 11/1/2021

Requestor: Taggart Wall, City Manager

Action Requested:

Award of a lease purchase agreement for Electric Utility equipment financing to Community National Bank

Analysis:

In 2020, the City agreed to purchase a 2021 Digger Derrick Truck. As budgeted, the truck is planned to be financed over a period of five years. The City recently took delivery of the truck and has solicited bids for the financing.

| Equipment | Issuer | Amount | Rate | Fees | Term | Period |
|----------------|--------|---------|-------|-----------|-----------|-------------|
| Electric Truck | RCB | 332,000 | 1.85% | \$ 570.00 | 60 months | Semi-annual |
| Electric Truck | CNB | 332,000 | 1.71% | \$ 250.00 | 60 months | Semi-annual |
| Electric Truck | USB | 332,000 | 1.90% | \$ 100.00 | 60 months | Semi-annual |

Fiscal Impact: Annual budgeted impact is approximately \$70,000. These funds will be paid out of the Electric Depreciation Reserve Fund.

Attachments: Ordinance, Term Sheet, Build Quote

ORDINANCE NO. 4166

AN ORDINANCE AUTHORIZING THE CITY OF WINFIELD, KANSAS, TO ENTER INTO A LEASE PURCHASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF ACQUIRING ELECTRIC UTILITY EQUIPMENT FOR USE IN THE CITY; AND TO APPROVE THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, under the constitution and statutes of the State of Kansas, particularly Article 12, § 5 of the Kansas Constitution and K.S.A. 12-101 *et seq.*, the City of Winfield, Kansas (the “City”) is empowered to enter into certain leases, lease purchase agreements and installment purchase agreements for the lease and/or acquisition of property; and

WHEREAS, K.S.A. 10-1116b provides in pertinent part that nothing in the provisions of K.S.A. 10-1101 *et seq.* shall prohibit a municipality from entering into a lease agreement, with or without an option to buy, or an installment-purchase agreement, if any of such agreements specifically state that the municipality is obligated only to pay periodic payments or monthly installments under the agreement as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during such municipality's current budget year, or (b) funds made available from any lawfully operated revenue producing source; and

WHEREAS, the City has a need to acquire certain Electric Utility equipment, specifically including a fully equipped 2021 Altec Chassis with an DH-E FA Model body in the amount of \$320,771 (the “Equipment”) to be used in the City to further its governmental and public purpose as contemplated by law, but does not have sufficient moneys on hand legally available to purchase the Equipment for its use; and

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for the City to take the following actions:

1. Enter into an annually renewable lease purchase agreement (the “Agreement”) with the lessor named therein (the “Lessor”), pursuant to which the City will lease the Equipment on a year-to-year basis from the Lessor with an option to purchase the Lessor’s interest in the Equipment, a form of which has been submitted to the governing body for review.

2. Enter into an Escrow Agreement, if necessary (the “Escrow Agreement,” and collectively with the Agreement, the “City Documents”), between the Lessor, the City and the escrow agent named therein (the “Escrow Agent”), pursuant to which the proceeds of the Agreement will be deposited with the Escrow Agent and disbursed to pay the costs of acquiring the Equipment and related costs thereto.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, AS FOLLOWS:

Section 1. Authorization and Approval of the City Documents.

(a) The City Documents are hereby approved in substantially the form submitted to and reviewed by the governing body on the date hereof, with such changes therein as shall be approved by the

Mayor and City Attorney, the Mayor's execution of the City Documents to be conclusive evidence of such approval.

(b) The obligation of the City to pay lease payments under the Agreement and as set forth therein is subject to annual appropriation and shall constitute a current expense of the City and shall not in any way be construed to be an indebtedness or liability of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by the City, nor shall anything contained in the Agreement constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the Agreement shall be construed so as to give effect to such intent.

(c) The Mayor is hereby authorized and directed to execute and deliver the City Documents on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to affix the City's seal to the Agreement and attest said seal.

Section 2. Further Authority. The City shall, and the officials and agents of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the City Documents, the other documents authorized or approved hereby, and the Equipment.

Section 3. Reimbursement. Pursuant to Treasury Regulation § 1.150-2, the proceeds of the Agreement may be used to reimburse expenditures made on or after the date which is 60 days before July 6, 2020, which is the date the City initially approved the acquisition of the Equipment.

Section 4. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication of the Ordinance or a summary thereof in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the City on November 1, 2021 and signed by the Mayor.

(SEAL)

Gregory N, Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

APPROVED AS TO FORM ONLY.

William E. Muret, City Attorney

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

Not and Invoice, Do Not Pay



Altec Industries, Inc.
2106 South Riverside Road
St. Joseph MO 64507-9799

Altec Industries, Inc.
PO Box 11407
BIRMINGHAM AL 35246-0414

BILL TO:

CITY OF WINFIELD (KS)
PO BOX 646
WINFIELD KS 67156-0000

SHIP TO:

CITY OF WINFIELD (KS)
2701 E 9TH AVENUE
WINFIELD KS 67156-0000

| Customer Order Number | Order Date | Sales Order Number | Terms | Invoice Date | Invoice Number | Customer Truck Number |
|-----------------------|-------------|--|---------------|---------------------------|----------------|-----------------------|
| P200085 | 04/08/2020 | 5585021 | NET 30 | 08/25/2021 | 037-5585021 | |
| Chassis VIN | Year/Model | Unit | Serial Number | Sales Rep | WIP Job Number | Body Serial Number |
| 2NKHJJ7X2NM461623 | 2021 T370 | DH45E-TR | 0521HV0343 | 0338 Wilcoxson, Tim B. | 037-74537081 | 856-74571206 |
| Item | Part Number | Description | Line Comment | | | Amount |
| 1 | 000037005- | DL-B/DM-B/DC/LD-B/D3H-E/DH-H/DH-E FULLY CONFIGURED FA MODEL | | | | 211,364.20 |
| 2 | 970000212- | Altec Supplied Chassis | | | | 97,615.00 |
| 3 | 970013280- | Federal Excise Tax Item | | | | 11,791.80 |

Subtotal

320,771.00

*Subtotal does not include taxes.

Taxes to be determined at time of invoice.

Shipping Instructions

Packing Instructions

Description

MSO Instructions



October 29, 2021

REQUEST FOR TERMS

RE: City of Winfield, Kansas Proposed Equipment Lease Purchase Agmt for the Acquisition of an Electric Digger Derrick Truck.

Local Financial Institutions:

Please find the enclosed term sheet requesting terms for the financing through lease purchase of a new Electric Digger Derrick Truck. The purchase price of the ambulance is \$320,771. We have included some additional legal and origination fees that we expect to be much lower than included herein.

If interested in proposing, please return your proposed rate and fees via email to the City Treasurer at mschooley@winfieldks.org with "Electric Truck Lease" in the Subject Line no later than October 26, 2021 at 5:00p.m.

The City reserves the right to choose the most responsive proposal and to reject all proposals.

We appreciate your attention and response.

Should you have any questions, please let me or one of our finance staff know.

Sincerely,

A handwritten signature in black ink, appearing to read "Taggart Wall", written over a horizontal line.

Taggart Wall
City Manager

CITY OF WINFIELD, KANSAS
PROPOSED EQUIPMENT LEASE PURCHASE AGREEMENT
for the acquisition of an
AMBULANCE

FINANCING OVERVIEW

| | |
|-------------------------------------|---|
| <i>Principal Amount</i> | \$332,000 (Subject to Change) |
| <i>Anticipated Closing Date</i> | November 2021 |
| <i>Term</i> | 5 years |
| <i>Payment Structure</i> | Semiannual payments beginning April 2022 and ending Oct 2026. |
| <i>Optional Prepayment</i> | The City's obligations under the Lease may be prepaid on October 1, 2023 and thereafter at any time, in whole, for an amount equal to the remaining principal balance, plus accrued interest without penalty |
| <i>Plan of Finance</i> | <p>The City of Winfield, Kansas (the "City") is seeking equipment lease purchase financing (the "Lease") from a selected local or regional financial institution (the "Selected Firm") for the acquisition of a fully equipped 2021 Altec Chassis with an DH-E FA Model body. The truck is referred to herein as the "Equipment".</p> <p>The Lease will provide that the City make semiannual payments to the Selected Firm to amortize the Lease principal of \$332,000 (subject to change). Under the Lease, title to the Equipment will be vested with the City, subject to the Selected Firm's rights under the Lease for as long as no Event of Default has occurred under the Lease. The Lease will provide that upon an Event of Default or a termination of the Lease due to non-appropriation of funds by the City as described in the following section, possession and title to the Equipment will transfer to the Selected Firm. Subject to the conditions described in the following paragraph, upon payment by the City of all amounts owed under the Lease, at maturity or upon earlier prepayment, the Lease will terminate and all rights and interest in the Equipment will remain in the City.</p> |
| <i>Obligation of the City</i> | <u>The payments due under the Lease are subject to annual appropriation by the City's governing body.</u> If the City's governing body fails to appropriate and budget funds for payments due under the Lease in any particular fiscal year, the Lease will terminate as of the last day of the fiscal period for which funds were appropriated. The City's obligation to make payments under the Lease is not a general obligation or an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction. |
| <i>Origination Costs</i> | It is anticipated that the City will incur approximately \$10,000 of costs related to the origination and legal of the Lease and has included this amount in the principal amount of the Lease shown above. |
| <i>Lease Purchase Documentation</i> | To be provided by the Selected Firm and subject to review and approval of Gilmore and Bell, Wichita, Kansas ("Special Tax Counsel"). |
| <i>Interest Calculation Method</i> | Simple fixed interest, payable in arrears, 30/360 day count basis. |
| <i>Tax Status</i> | In the opinion of Special Tax Counsel, the interest portion of payments made by the City under the Lease will be excludable from gross income for federal income tax purposes and excluded from computation of Kansas adjusted gross income, subject to City compliance with requirements of applicable provision of the Internal Revenue Code that must be satisfied subsequent to delivery of the Lease. The Lease will be considered Bank Qualified. |



Request for Commission Action

Date: 11/1/2021

Requestor: Taggart Wall, City Manager

Action Requested:

Approval of an ordinance establishing new Code related to the prohibition and enforcement of parking in yards.

Analysis:

The City currently restricts parking motor vehicles in front and side yards through the zoning code. Enforcement through the zoning code is inefficient and untimely due to the extensive due process nature of zoning.

The proposed ordinance moves the enforcement mechanism into City Code to allow for a citation process that is streamlined through the issuance of a mailed citation by first class mail.

The proposed ordinance expands the offense from only motor vehicles to include other items such as trailers, recreational vehicles and boats.

The proposed ordinance points back to the Zoning Regulations with respect to requirements with respect to parking facilities required and surfacing thereto.

The ordinance is in line with community feedback received through the 2019 Comprehensive Planning process as well as other feedback provided through City Hall and code enforcement complaints.

Fiscal Impact:

Attachments: Ordinance

AN ORDINANCE

AMENDING Chapter 54 of the Winfield City Code and establishing a new section of regulations related to the parking of vehicles or machinery on front and side yards.

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

Section 1. Chapter 54, Section VII of the Municipal Code of the City of Winfield shall read as follows:

(a) Definitions

(1) "Vehicle or machinery" shall mean a machine propelled by power (other than human power) that is designed to travel along the ground by use of wheels, treads, runners or slides and transport persons or property. "Vehicle or machinery" shall include, without limitation, automobiles, trucks, trailers, recreational vehicles, motorcycles, boats, campers, or tractors.

(b) Prohibitions

(1) It is unlawful for any person or operator to park a motor vehicle or machinery on any portion of the required front yard of any lot within the city.

(2) It is unlawful for any person or operator to park a motor vehicle or machinery on any portion of the required side yard of any lot within the city. For corner lots in residential-zoned districts, motor vehicles shall not be parked upon any portion of the side yard facing the street unless upon surfacing which meets the requirements of Chapter 86.

(c) Enforcement

(1) In addition to law enforcement officers, property maintenance inspectors shall also have the authority to issue a citation and notice to appear for violations of this section.

(2) Service of the citation shall be by first class mail.

(d) Violation/Fines

(1) For the first violation, a warning;

(2) For the second violation, a fine of \$50.00;

(3) For the third and subsequent violations, a fine of \$100.00;

(4) Offenses not subject to court costs.

(e) Waiver

(1) The City Manager may waive the provisions of subsection (b) of this section temporarily to accommodate a special event approved or ornamental decorative machinery.

Section 4. This Ordinance shall be in full force and effect from and after its publication in the official city newspaper.

ADOPTED this 1st day of November 2021.

CITY OF WINFIELD, KANSAS

By _____
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

(First published in the Cowley Courier Traveler on November 5, 2021)

BILL NO. 21126

ORDINANCE NO. 4168

AN ORDINANCE

AMENDING Chapter 74 of the Code of Ordinances of the City of Winfield, Kansas, relating to The Standard Traffic Ordinance and General Provisions, by the amendment of Sections 74-81 and 74-82.

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

Section 1. Section 74-81 of Chapter 74 of the Code of Ordinances of the City of Winfield, Kansas, is hereby amended by the repeal of Section 74-81 and by adoption of a new Section 74-81, which new Section shall read as follows:

Section 74-81. Incorporated by reference.

There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Winfield that certain standard traffic ordinance known as the “Standard Traffic Ordinance for Kansas Cities”, Edition 2021, prepared and published in spiral form by the League of Kansas Municipalities, 300 S.W. Eighth Street, Topeka, Kansas 66603, save and except such articles, sections, parts or portion as are hereafter omitted, deleted, modified or changed. One copy of the Standard Traffic Ordinance shall be marked or stamped “Official Copy as Incorporated by Ordinance No. 4168 of the City of Winfield, Kansas”, with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of the incorporating ordinance and which shall be filed with the City Clerk to be open to inspection and available to the public at all reasonable business hours. The police department, municipal judge and all administrative departments of the city charged with enforcement of this code shall be supplied, at the cost of the City, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

Section 2. Section 74-82 of Chapter 74 of the Code of Ordinances of the City of Winfield, Kansas, is hereby amended by the repeal of Section 74-82 and by the adoption of a new Section 74-82, which shall read as follows:

Section 74-82. Deletions and additions.

The said Standard Traffic Ordinance is amended for use in the city as follows:

(a) Section 33, subsection (a) relating to and headed “Maximum Speed Limits” of said Standard Traffic Ordinance is hereby declared to be and is omitted, and in lieu thereof, a new subsection (a) of said Section 33 is substituted therefor, which shall read as follows:

“Except when a special hazard exists that requires lower speed for compliance with Section 32 of said Standard Traffic Ordinance, or Chapter 74, Article III, Section 74-82 of the Code of Ordinances of the City of Winfield, Kansas, the limits specified in this Section are established as hereinafter authorized shall be maximum, lawful speeds, and no person shall drive a vehicle at a speed in excess of such maximum limits:

- (1) Fifteen (15) m.p.h. in any park except Tunnel Mill;
- (2) Twenty (20) m.p.h. in any business district except the following locations:
 - (a) Main Street from Fifth Avenue to Seventh Avenue;
 - (b) Main Street from Eleventh Avenue to Twelfth Avenue;
 - (c) Ninth Avenue from Menor Street to Millington Street;
 - (d) Ninth Avenue from Loomis Street to Fuller Street.

Twenty (20) m.p.h. in the following locations:

- (a) Cherry Street from the Missouri Pacific Railroad tracks to Fourteenth Avenue;
 - (b) Fifteenth Avenue from John Street to Cherry Street;
 - (c) Fifteenth Avenue from Ritchie Street to Mound Street;
 - (d) John Street from Howland Street to Fifteenth Avenue;
 - (e) Manning Street from Seventeenth Avenue to Sixteenth Avenue;
 - (f) Ritchie Street from Fifteenth Avenue to Fourteenth Avenue;
 - (g) Sixteenth Avenue from Manning Street to Main Street;
 - (h) Seventeenth Avenue from Manning Street to Main Street;
 - (i) Tunnel Mill Dam Road throughout the park area;
 - (j) Warren Avenue from Houston Street to Stevens Street;
 - (k) In a school zone governed by a flashing yellow 20-miles-per-hour speed limit indicator when it is operating or in any marked school zone during the hours of 7:30 a.m. to 8:30 a.m., (10:45 a.m. to 12:30 p.m. on Eighth Avenue only) and 3:00 p.m. to 4:00 p.m. (2:45 p.m. to 4:00 p.m. on Eighth Avenue only) when school is in session;
 - (l) At the City Lake;
 - (m) In a hospital zone on Fifth Avenue from 52 feet west of Cherry Street to 97 feet east of Park Street.
- (3) Thirty (30) m.p.h. in the following locations:
 - (a) Any residence district;*
 - (b) College Street from Ninth Avenue to H.N. Banner Road;
 - (c) Fourteenth Avenue from Country Club Road to Main Street;
 - (d) Main Street from Fifteenth Avenue to Eleventh Avenue;
 - (e) Main Street from Seventh Avenue to Fourth Avenue;
 - (f) Nineteenth Avenue from Main Street to the east city limits;
 - (g) Ninth Avenue from 490 feet west of Mill Street to Manning Street;
 - (h) Ninth Avenue from Loomis Street to Alexander Street;

- (i) Viking Boulevard from 150 feet north of Warren Avenue to H.N. Banner Road;
- (j) Wheat Road from K-360 to Ninth Avenue.*
- (k) Twelfth Avenue between Wheat Road and K-360;
- (l) All streets within Winfield Industrial Park, Taylor Industrial Park, Utt Business and Industrial Park and Gottlob Business Park.

*Except when school zone is in effect.

- (4) Thirty-five (35) m.p.h. in the following locations:
 - (a) Main Street from K-360 to Fifteenth Avenue;
 - (b) Main Street from Fourth Avenue to Welfelt Drive;
 - (c) Welfelt Drive from Main Street to the north city limits;
 - (d) Ninth Avenue from Alexander Street to Wheat Road.
- (5) Forty (40) m.p.h. in the following locations:
 - (a) College Street from H.N. Banner Road to 210 feet west of the north entrance to the Winfield Correctional Facility;
 - (b) Ninth Avenue from Wheat Road to Simpson Street.
- (6) Forty-five (45) m.p.h. in the following locations:
 - (a) College Street from 210 feet west of the north entrance to the Winfield Correctional Facility to the north city limits;
 - (b) Country Club Road from the south city limits to Ninth Avenue;
 - (c) Main Street from 575 feet south of the Walnut River bridge to K-360;
 - (d) Ninth Avenue from the west city limits to 490 feet west of Mill Street;
 - (e) Ninth Avenue from Simpson Street to the east city limits;
 - (f) Thirty-third Avenue from the west city limits to U.S. Highway 77.
- (7) Fifty-five (55) m.p.h. on U.S. Highway 77 from the south city limits to 575 feet south of the Walnut River bridge.

The maximum speed limits established by or pursuant to this paragraph shall be of force and effect regardless of whether signs are posted giving notice thereof and notwithstanding any signs giving notice of maximum speed limits in excess thereof, and any sign giving notice of a maximum speed limit in excess of the limits established by or pursuant to this paragraph shall not be of any force or effect.

(b) Section 51 relating to and headed “U Turns, When No Signs; Where Prohibited” of said Standard Traffic Ordinance is hereby declared to be and is deleted, and in lieu thereof, a new Section 51 is substituted therefor, which shall read as follows:

“The driver of any vehicle shall not turn such vehicle so as to proceed in the opposite direction upon any street in a business district, nor upon any other street unless such movement can be made in safety without interfering with other traffic. Further, it is unlawful for the driver of any vehicle to turn such vehicle across the center line of a street located in the business district for the purpose of parking on the opposite side of the street.”

(c) Section 104 of said Standard Traffic Ordinance is hereby deleted.

Section 3. This Ordinance shall be in full force and effect from and after its passage and publication in the official City newspaper.

ADOPTED this 1st day of November 2021.

CITY OF WINFIELD, KANSAS

(SEAL)

By _____
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

(First published in the Cowley Courier Traveler on November 5, 2021)

BILL NO. 21127

ORDINANCE NO. 4169

AN ORDINANCE

AMENDING Chapter 58, of the Code of Ordinances of the City of Winfield, Kansas, relating to the Uniform Public Offense Code, for Kansas Cities, 2021 Edition, by the amendment of Section 58-1.

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

Section 1. Section 58-1 of Chapter 58 of the Code of Ordinances of the City of Winfield, Kansas, is hereby amended by the repeal of Section 58-1 and the adoption of a new Section 58-1, which new section shall read as follows:

Section 58-1. Incorporated by reference.

There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City that certain code known as the Uniform Public Offense Code for Kansas Cities, 2021 Edition, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such Articles, Sections, parts or portions as are omitted, deleted, modified or changed. Not less than three copies of the Uniform Public Offense Code shall be marked or stamped "Official Copy as Incorporated by Ordinance No. 21127 of the City of Winfield, Kansas", with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of the incorporating ordinance and which shall be filed with the City Clerk to be open to inspection and available to the public at all reasonable business hours. The police department, municipal judge and all administrative departments of the City charged with enforcement of this code shall be supplied, at the cost to the City, such number of official copies of such Uniform Public Offense Code similarly marked may be deemed expedient.

Section 2. This ordinance shall be in full force and effect from and after its passage and publication in the official city newspaper.

ADOPTED this 1st day of November 2021.

CITY OF WINFIELD, KANSAS

(SEAL)

By _____
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



Request for Commission Action

Date: October 26, 2021

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

Action Requested: Consider awarding a contract for stone restoration on the exterior of the existing historic fire station.

Analysis:

As part of the ongoing progress on the Public Safety Facility, there are items associated with the preservation and repair of the existing historic fire station. Any such items that the City can directly contract for, has to potential to save dollars toward the overall end project.

As we've previously discussed, the Phase IV improvements are in the design process. The repair and preservation of the exterior stone facades of the existing station would be performed by a specialized sub-contractor. We requested a proposal from a restoration company that has performed work for the City previously. They are currently scheduled out for several months. Action on a contract at this time would allow us to get on their schedule of work for next spring.

Fiscal Impact: This contract would be funded by a portion of the budgeted dollars for the Phase IV improvements.

Attachments: Resolution and Proposal

A RESOLUTION

AUTHORIZING and directing the City Manager and Clerk of the City of Winfield, Kansas, to execute a contract for building repairs on the existing Fire Station between the City of Winfield, Kansas and Mid-Continental Restoration Co., Inc.

WHEREAS, Mid-Continental Restoration Co. Inc., Fort Scott, Kansas gave an acceptable proposal; and,

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 forty-nine thousand, five hundred forty dollars (\$49,540) for exterior repairs to the existing Fire Stations, between the City of Winfield and Mid-Continental Restoration Co., Inc., Fort Scott, Kansas, a copy of which is attached hereto and made a part hereof the same as if fully set forth herein.

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

ADOPTED this 1st day of November 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



401 E. Hudson St., Fort Scott, KS 66701
Ph: (620) 223-3700 Fax: (620) 223-5052
www.midcontinental.com

June 15, 2021

David Herlocker, Sr Architect
Agora Architecture
800 Main St, Ste 308
Winfield, KS 67156

RE: Exterior Building Repairs
Fire Station – Winfield

Dear Mr. Herlocker:

Attached is our proposal for the work to be performed on the Fire Station project. Should you have questions regarding the proposal, please feel free to contact me at (800) 835-3700.

We trust that the enclosed will meet with your approval and that we will have the opportunity of working with you on this project.

Respectfully submitted,

MID-CONTINENTAL RESTORATION CO., INC.

Clint Womeldorff
Estimator / Project Manager
Cell: (620) 215-3824
clint_womeldorff@midcontinental.com

CW/kc

Encl.



401 E. Hudson St., Fort Scott, KS 66701
Ph: (620) 223-3700 Fax: (620) 223-5052
www.midcontinental.com

PROPOSAL / CONTRACT

June 15, 2021

From: Clint Womeldorff, Estimator / Project Manager, Fort Scott, KS
Cell: (620) 215-3824 email: clint_womeldorff@midcontinental.com

To: David Herlocker, Sr Architect, Agora Architecture, 800 Main St, Ste 308, Winfield, KS
67156 email: davidh@agoraarchitecture.com

Subject: Exterior Building Repairs

Job Name: Fire Station – 817 Fuller St, Winfield, KS 67156

BASE BID: MISCELLANEOUS STONE REPAIRS TO THE SOUTH AND EAST ELEVATIONS



- (1) All stone surfaces of the South and East elevations shall be washed with pressurized water at approximately 1000 PSI. Where necessary to remove stubborn stains, a chemical cleaning agent shall be applied to the surface, allowed to dwell, and then rinsed in accordance with the manufacturer's specifications. The chemical cleaning agents shall be applied no more than two times to any masonry surface.

- (2) A careful inspection of all mortar joints shall be completed and joints that are found to be void, open or defective shall be cut back to a depth $\frac{1}{4}$ -inch deeper than the width of the joints, or to sound backing. All cut mortar joints and face of masonry shall be cleaned with air and/or water pressure to remove any loose or foreign residue.
- (3) Defective mortar joints that have been cut and cleaned shall then be pointed (filled and tightly packed) with a non-staining, non-shrinking, Type "N" masonry pointing mortar, colored and tooled to match the adjacent joints in appearance as closely as possible. Prior to installing the new mortar, the masonry surfaces shall be thoroughly wet, with no standing water (saturated surface dry).



- (4) A close inspection shall be made of all stone faces, and those found to be spalled or broken shall be cut out and replaced with new stone matching the original in size, color and texture as closely as possible. Stones shall be set in a fresh bed of mortar, colored and tooled to match the adjacent joints in appearance as closely as possible. This proposal includes replacement of **34** stones. Additional stone replacement shall be completed on a unit price basis at a rate of **\$550.00** per stone.

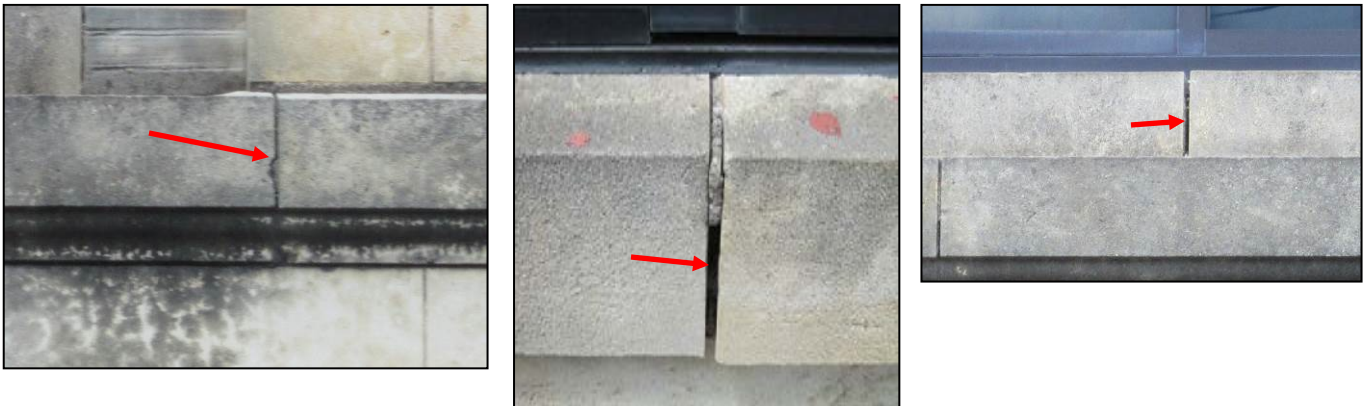


- (5) All existing expansion joint at the end of each elevation shall be removed of existing sealant. Where necessary, new backer rod shall be installed to within $\frac{3}{8}$ -inch of the joint face and the joint shall then be resealed utilizing a polyurethane rubber sealant, tooled to a neat, watertight condition and matching the mortar joints in color as closely as possible.

- (6) The existing cracks of the window header and sills shall be routed out to a depth of $\frac{1}{4}$ ", cleaned of loose and foreign debris and shall then be sealed with polyurethane sealant. New sealant shall be tooled to a neat, uniform appearance and match the adjacent surfaces in color as closely as possible.



- (7) The vertical joints between stone window sills, stone band and stone water table joints shall be cut back a minimum of $\frac{1}{2}$ -inch in depth, cleaned of all loose and foreign debris and then resealed utilizing a polyurethane rubber sealant, Masterseal NP100 or equal. Bond breaker tape shall be installed into the bottom of the cut joint to prevent three-sided adhesion. New sealant shall be tooled to a neat, uniform appearance and shall match the existing material in color as closely as possible.



- (8) Upon completion of the previously outlined work, all exterior masonry surfaces shall be given **one (1)** application of Prosoco's Natural Stone Treatment, a transparent, penetrating, water repellent solution. This material shall be applied in strict accordance with manufacturer's recommendations.
- (9) The **OWNER** shall be responsible for the covering of electrical wires and, in case wires cannot be covered, re-routing or shutting down of the electricity for the work to be accomplished.

- (10) The **OWNER** shall be responsible for supplying adequate water and electrical circuitries to power contractor's equipment.
- (11) During the construction phase, all precautions shall be taken to protect any other building surfaces, pedestrians, and automobiles. Mid-Continental follows all OSHA safety regulations in scaffolding and public protection, **including full compliance with the OSHA Respirable Crystalline Silica Standard**. Upon completion, all surrounding surfaces of the building and premises shall be cleaned and left in an orderly fashion.
- (12) Mid-Continental Restoration Co., Inc. has been retained to perform defined installation and/or repair work on the building or at the job-site and has not guaranteed the removal or eradication of any mold/fungi/organic pathogens and other airborne contaminants. Mid-Continental Restoration Co., Inc., shall be held harmless from and against any and all claims, suits or damages resulting in anyway whatsoever from mold/fungi/organic/ pathogens or other airborne contaminants, that may be present at the job-site before, during and after Mid-Continental has completed its work pursuant to this contract.
- (13) For complete insurance coverage, see **Exhibit "A"** attached hereto. Please review the Terms and Conditions attached hereto and marked **Exhibit "A"**.

We shall accomplish the above outlined work for the sum of:

FORTY-NINE THOUSAND, FIVE HUNDRED FORTY DOLLARS

\$49,540.00

The above price shall be valid for a period of sixty (60) days

TO ACCEPT THE BASE BID, PLEASE SIGN BELOW

If **BASE BID** is accepted, please sign here:

Mid-Continental Restoration Co., Inc.

By: _____
Owner/Owner Representative Dated

By: _____
Contractor Dated

TAXES

 Please Initial Applicable taxes are excluded from the price stated within this proposal. It is the owner's responsibility to provide a *Project Exemption Certificate Form PR-74*, prior to ordering materials or beginning the project. To apply for a *Project Exemption Certificate (PR-74)* please complete the attached application *Form PR-76* and fax it to (785) 296-7928, as listed on the form. You can also find additional information and request the certificate online at <http://www.ksrevenue.org/pecwelcome.html>. Once the state sends you the *Project Exemption Certificate (PR-74)*, please forward a copy to Mid-Continental Restoration for our use when ordering materials for the project. **If Form PR-74 is not received by us prior to ordering materials or beginning the project, applicable tax will be added to the stated contract price.** Mid-Continental Restoration Co. Inc. can also request the Project Exemption Certificate for you, but we will need a copy of your *Sales and Use Tax Entity Exemption Certificate Form PR-78RO* or the Kansas Exemption Number shown on the *Certificate PR-78RO*. Should you have any questions or concerns regarding the Project Exemption Certificate, please feel free to contact Lucy Gladbach at (620) 223-3700.

THE ABOVE PROPOSAL IS ACCEPTED UPON THE TERMS AND CONDITIONS SET FORTH IN EXHIBIT "A" ATTACHED.

PLEASE SIGN AND RETURN THE COMPLETE PROPOSAL TO THE HOME OFFICE. OUR COMPANY WILL RETURN A FULLY SIGNED COPY TO YOU FOR YOUR RECORDS. IF DESIRED, YOU MAY EMAIL OR FAX THE PROPOSAL ACCEPTANCE TO THIS OFFICE AT (620) 223-5052. THE EMAILED OR FAXED COPY OF THE SIGNED PROPOSAL WILL BE CONSIDERED A LEGAL BINDING DOCUMENT.

THE PROPOSAL SET FORTH HEREIN IS THE RESULT OF THE COMPANY'S INITIAL INSPECTIONS OF THE OWNER'S PROPERTY AND WAS DEVELOPED BASED UPON THE COMPANY'S EXPERIENCE IN THE INDUSTRY AND THE COMPANY'S WORK ON SIMILAR PROJECTS. MID-CONTINENTAL RESTORATION COMPANY, INC. DOES NOT EMPLOY A LICENSED ARCHITECT OR ENGINEER, THEREFORE THE "PROPOSAL" IS NOT AND SHOULD NOT BE CONSIDERED AN "ENGINEER'S REPORT" OR AN "ARCHITECT'S REPORT." AS A RESULT, THE COMPANY HEREBY DISCLAIMS ANY LIABILITY WHATSOEVER THAT MAY RELATE TO THE COMPANY'S ANALYSIS OF THE EXISTING CONDITIONS OF THE OWNER'S BUILDING AND THE COMPANY'S RECOMMENDATIONS FOR REPAIR/REMEDATION THEREOF.

EXHIBIT "A"

TERMS & CONDITIONS

LIMITED WARRANTY

Goods and material installed by Mid-Continental Restoration are the products of reputable manufacturers. Mid-Continental Restoration shall use its best efforts to obtain from each manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of equipment, goods or material that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the customer and sole obligation of Mid-Continental Restoration.

THERE ARE NO WARRANTIES, WRITTEN, ORAL, IMPLIED OR STATUTORY RELATING TO THE DESCRIBED EQUIPMENT, GOODS OR MATERIAL WHICH EXTEND BEYOND THAT DESCRIBED IN THIS PROPOSAL. THE IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE SHALL NOT APPLY AND IS EXPRESSLY WAIVED.

Mid-Continental Restoration warrants its workmanship to be free from defects for a period of one (1) year from the date of completion of installation of the above goods and material. Mid-Continental Restoration's warranty is limited to the materials and equipment which Mid-Continental Restoration or its agents or employees install. No warranty is provided for materials and equipment which Mid-Continental Restoration does not install or provide.

The foregoing proposal, subject to these terms and conditions, is submitted for customer's consideration with the understanding that it must be approved by an authorized representative of Mid-Continental Restoration after its acceptance by the customer and is not binding upon Mid-Continental Restoration until so approved in writing and delivered to the customer. When so approved, it shall constitute the entire contract between the parties and no understanding or obligations not herein expressly set forth are binding upon them.

Your acceptance of this proposal is expressly limited to the terms contained within this document. Any conditions set forth in the purchase order or in any similar communication shall not be binding nor effective unless assented to in writing by an authorized representative of Mid-Continental Restoration. Any additional terms or conditions, oral or written, express or implied, not contained within this document are not binding or controlling on the parties unless assented to in writing by an authorized representative of Mid-Continental Restoration. Any order or any statement of intent to proceed with installation or any direction to proceed with installation or acceptance of this proposal or payment in full or part for any of the work or equipment furnished shall constitute customer's assent to the terms and conditions of this proposal.

EXCLUSIONS FROM LIMITED WARRANTY. The following are *not* covered by this warranty:

Any damage to the extent it is caused or made worse by failure by the Owner, General Contractor or by anyone other than Mid-Continental Restoration, its employees, agents, contractors or subcontractors, to comply with the Warranty requirements of manufacturers of appliances, fixtures and items of equipment, or failure by the Owner to give notice to the Contractor of any defects within a reasonable time.

Any damage from the presence of mold or fungus or the creation of conditions that may contribute to the growth of mold or fungus.

Mid-Continental Restoration's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or materials hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the amount attributable to such labor, equipment, goods or material or part thereof involved in the claim. Mid-Continental Restoration shall not, under any circumstances be liable for any labor or charges without the prior written consent of Mid-Continental Restoration. Mid-Continental Restoration shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages, including, but not limited to loss of profits, revenues, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If Mid-Continental Restoration furnishes Customer with advice or other assistance which concerns any labor, equipment, goods or material furnished hereunder, or any system or equipment in which any of such equipment goods or material may be installed, and which is not required pursuant to this contract, the furnished of such advice or assistance will not subject any service to any liability, whether based on contract, warranty, tort (including negligence or other grounds).

If Mid-Continental Restoration encounters asbestos or polychlorinated biphenyl (PCB) on the site, Mid-Continental Restoration shall immediately stop work and report the condition to the owner's representative in writing. Mid-Continental Restoration shall not resume work in the affected area until the asbestos or polychlorinated biphenyl (PBS) has been removed or rendered harmless. Mid-Continental Restoration shall not be required to perform any work relating to asbestos or polychlorinated biphenyl (PCB) without its consent.

Any installation dates given in advance are estimated and are subject to prior orders with Mid-Continental Restoration. Mid-Continental Restoration shall not be liable for failure to perform or delay in performance resulting from strikes, accidents, fires, labor difficulties, transportation difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitations by the foregoing, any cause beyond Mid-Continental Restoration's reasonable control.

If on any breach of default by any party hereto in its obligations to any other party hereto, it shall become necessary for the non-defaulting party to employ an attorney to enforce or defend any of its rights or remedies hereunder, the defaulting party agrees to pay the non-defaulting party its reasonable attorneys' fees, whether or not suit is instituted in connection herewith.

This agreement plus any attachments and/or addendums (both sides) constitutes the entire agreement between the parties, and no terms or understandings not herein contained shall be valid or binding unless contained in writing signed by both parties.

Net cash upon completion of the work, unless this contract extends beyond one month (30 days), in which case Mid-Continental Restoration will be paid for work completed and invoiced monthly and the balance due upon completion of our work. Those projects extending over 30 days will be invoiced at 30-day intervals. Any accounts 30 days past due will be assessed a finance charge of 1½ % per month. Within ten (10) calendar days from commencement of this project, MCR reserves the right to invoice the Owner for all startup costs such as material purchases, equipment purchases and mobilization costs. The invoice for start-up costs will be payable to MCR within fourteen (14) calendar days from the invoice date. In the event time payments are desired, terms shall be included in the specifications and balance due secured by note.

Mid-Continental Restoration agrees to provide the following insurance coverage, subject to change without notice to Customer: (1) Worker's Compensation and/or Employer's Liability insurance – State Requirement; (2) Automobile Liability insurance with limits of at least \$1,000,000.00 combined single limit, bodily injury and property damage for injuries to person or persons involved in an accident in connection with this contract; (3) Contractor's Liability, with limits of \$1,000,000.00 combined single limit bodily injury and property damage per occurrence, \$2,000,000.00 Products/Completed Operations Aggregate; \$2,000,000.00 Policy Aggregate and (4) Excess Liability - \$5,000,000.00.

REQUEST FOR PROJECT EXEMPTION CERTIFICATE

Kansas Department of Revenue Date
915 SW Harrison St., Room 230
Topeka, KS 66612-1588

Office of Policy and Research
Telephone: (785) 296-3081
FAX: (785) 296-7928

It is requested that a Certificate of Exemption be issued to the Petitioning Authority for the following described project if it is determined by the Department of Revenue that the proposed project qualifies for exemption from sales tax under the provisions of K.S.A. 79-3606(d) - public or private nonprofit hospital, elementary or secondary school, educational institution & political subdivisions of the state of Kansas; K.S.A. 79-3606(e) - United States Government, its agencies or instrumentalities; K.S.A. 79-3606(xx) - 501(c)(3) nonprofit zoo; K.S.A. 79-3606(aaa) - 501(c)(3) religious organization or K.S.A. 79-3606(ccc) - 501(c)(3) primary care clinic.

(A) Type of project: _____
Describe Work to be Done

A. Present use of facility: _____

B. Proposed use of facility after project: _____

(B) Project location: _____
Building Number, Street Address, City, State, and Zip Code

(C) Is this project being constructed as part of a business enterprise whose sales are subject to sales tax (e.g., municipal water, electric or gas companies)? ☐ Yes ☐ No

(D) Is the Petitioning Authority authorized to levy ad valorem taxes on tangible property? ☐ Yes ☐ No

(E) A. Is this project being totally financed by industrial revenue bonds? ☐ Yes ☐ No

B. Is this project being partially financed by industrial revenue bonds? ☐ Yes ☐ No

Amount of bonds being issued for project: _____

If you answered "Yes" to A or B, you must complete the agreement on the back of this form and attach a copy of the letter of intent or resolution of intent to issue bonds.

If you answered "No" to A or B, how is the project being financed (explain type of tax, bonds, etc.)?

(F) Name of claimant owner of project: _____

(G) Starting date: _____

(H) Estimated completion date: _____

(I) Estimated project cost: _____

(J) List names and addresses of prime contractors:

(K) Contract date: _____

(L) Contract number: _____

(M) Project number: _____

Petitioning Authority

Mailing Address

Signature of Authorized Representative

City, State & Zip Code

Type or Print Name

Title

Phone Number

ONLY COMPLETE THIS PAGE IF YOU ANSWERED YES TO LINE (E) ON PAGE 1.

This agreement is made and entered into between and by the _____
_____ (name of political subdivision), hereinafter referred to as
Exempt Entity; and _____ (name of beneficiary of industrial revenue bond proceeds),
hereinafter referred to as Beneficiary.

It is hereby agreed by all parties to this agreement that the construction project for which the request for an exemption certificate is being made would be exempt from sales tax solely due to the fact that it is being financed by industrial revenue bonds. It shall be the duty of the Exempt Entity to notify the Kansas Department of Revenue when the industrial revenue bonds have actually been issued.

Whereas, the Kansas Department of Revenue deems it necessary to ensure that sales or compensating tax is paid should the project not be financed by industrial revenue bonds, it is hereby further agreed by the Beneficiary that if the industrial revenue bonds have not been issued by the time the project is completed then the Beneficiary will remit to the Kansas Department of Revenue the sales or compensating tax and applicable interest on tax which is due based upon the cost of tangible personal property or services used or consumed in the construction of the project. It is agreed that the Secretary of Revenue shall determine when the project has been completed.

The Director of Policy and Research shall have the right to demand from the Beneficiary payment of the sales and compensating tax and applicable interest due the state should the Kansas Department of Revenue not receive such payment within thirty (30) days after the project has been completed.

Any and all notices required herein shall be mailed and addressed as follows:

A. Notices to the Department of Revenue shall be addressed to: Director of Policy and Research, Kansas Department of Revenue, 915 SW Harrison St., Room 230, Topeka, Kansas 66612-1588;

B. Notices to the Exempt Entity shall be addressed to: _____

C. Notices to the Beneficiary shall be addressed to: _____

This agreement shall be binding upon all parties hereto and any and all their successors.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by persons authorized to do so lawfully and with full corporate authority.

POLITICAL SUBDIVISION

BENEFICIARY OF INDUSTRIAL REVENUE BOND
PROCEEDS

Authorized Signature

Authorized Signature

Type or Print Name and Title

Type or Print Name and Title

DATED: _____

DATED: _____



Request for Commission Action

Date: 11/1/2021

Requestor: Taggart Wall, City Manager

Action Requested:

Approval of an agreement with Cowley College for the use of Winfield Fire Training facilities.

Analysis:

For many years, the City and College have had a working partnership aimed at the growth and development of fire and emergency medical personnel in Cowley County. This is a mutual benefit as we are able to employ graduates of the Cowley program and Cowley College is able to offer hands on training to their students.

Earlier this year, staff felt it necessary to formalize our relationship...particularly in light of our expanded training facility offerings including our planned live burn facility at the Operations Center and the new training tower at our station downtown.

This agreement allows the City to be protected against loss or damage of equipment by outside users and allows the City to recover the costs of consumable supplies.

Fiscal Impact: Nominal

Attachments: Agreement



Request for Commission Action

Date: 11/1/2021

Requestor: Taggart Wall, City Manager

Action Requested:

Award of bid to Thomson Construction for replacement roof at the Community Center

Analysis:

The roof at the Community Center has exceeded its useful life and staff solicited bids for the replacement of the roof as planned in the 2022 budget. Taking into consideration supply and material timing and available budget resources, authorization is needed to lock in proposed pricing. The low bid was approximately \$137,000 from Thomson Construction.

Approximately \$24,000 will be used from remaining bond proceeds with the balance covered under the CIP Fund.

Fiscal Impact: See above.

Attachments: Bids



Thomson Construction & Roofing
Brett Thomson Owner
P.O. Box 281
Winfield, KS 67156
Phone: 620-229-3555

Company Representative
Danny Hartley
Phone: (316) 830-0104
danny@thomson-roofing.com

Fully Adhered 2

09/29/2021

Claim Information

Winfield Community Center
700 Gary Street
Winfield, KS 67156

Job: Winfield Community Center

Roofing Section

| | Qty | Unit |
|--|--------|------|
| Remove and dispose of existing asphalt roofing and wood fiber insulation | 189.51 | SQ |
| Install 1-1/2" Poly ISO insulation fully adhered | 189.51 | SQ |
| Install 60 MIL TPO single ply membrane fully adhered | 189.51 | SQ |
| Fully adhere TPO wall and curb flashings | 536.00 | SF |
| Remove and replace gravel stop edge metal | 690.00 | LF |
| Strip in TPO cover tape | 690.00 | LF |
| Install TPO pipe flashings to all penetrations | 28.00 | EA |
| Totals includes all materials, labor, dump fees and permits | 1.00 | EA |

TOTAL

\$136,401.23

.....

Two-year workmanship warranty, limited lifetime warranty on shingles.

Terms are balance due upon completion.

If additional layers of tear off exist, further charges may be incurred post estimate.

If solid deck sheathing is required additional charge may be added dependent upon current market pricing.

Note: Payment to be made by cash or check. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above estimate. It is contractually agreed that in the event of default, the said party agrees to pay all expenses incurred in collection, including reducing to judgment this obligation and including a thirty-three percent (33%) attorneys fees. The party further agrees that the proper venue for any or all legal proceedings arising out of this contract shall be Cowley County, Kansas. This contract may be withdrawn by us if not accepted within 30 days.

.....

Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date

**Thomson Construction & Roofing**

Brett Thomson Owner
P.O. Box 281
Winfield, KS 67156
Phone: 620-229-3555

Company Representative

Danny Hartley
Phone: (316) 830-0104
danny@thomson-roofing.com

10/04/2021
Claim Information

Winfield Community Center

700 Gary Street
Winfield, KS 67156

Job: Winfield Community Center


Roofing Section

| | Qty | Unit | Per Unit Charge | Price |
|--|--------|------|-----------------|--------------|
| Remove and dispose of existing asphalt roofing and wood fiber insulation | 189.51 | SQ | \$0.00 | \$0.00 |
| Install 1-1/2" Poly ISO insulation fully adhered | 189.51 | SQ | \$0.00 | \$0.00 |
| Install 1/2" High density cover board fully adhered | 189.51 | SQ | \$0.00 | \$0.00 |
| Install 60 MIL TPO single ply membrane fully adhered | 189.51 | SQ | \$0.00 | \$0.00 |
| Fully adhere TPO wall and curb flashings | 536.00 | SF | \$0.00 | \$0.00 |
| Remove and replace gravel stop edge metal | 690.00 | LF | \$0.00 | \$0.00 |
| Strip in TPO cover tape | 690.00 | LF | \$0.00 | \$0.00 |
| Install TPO pipe flashings to all penetrations | 28.00 | EA | \$0.00 | \$0.00 |
| Totals includes all materials, labor, dump fees and permits | 1.00 | EA | \$178,564.04 | \$178,564.04 |

\$178,564.04

TOTAL

\$178,564.04

Finance as much as **\$100,000** • Starting at **\$962/month** with  **Acorn** FINANCE • [APPLY](#)

.....

Two-year workmanship warranty, limited lifetime warranty on shingles.

Terms are balance due upon completion.

If additional layers of tear off exist, further charges may be incurred post estimate.

If solid deck sheathing is required additional charge may be added dependent upon current market pricing.

Note: Payment to be made by cash or check. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above estimate. It is contractually agreed that in the event of default, the said party agrees to pay all expenses incurred in collection, including reducing to judgment this obligation and including a thirty-three percent (33%) attorneys fees. The party further agrees that the proper venue for any or all legal proceedings arising out of this contract shall be Cowley County, Kansas. This contract may be withdrawn by us if not accepted within 30 days.

.....

Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date



Quality Single-Ply & Metal Roofing
Commercial Contractor

No. 21080
September 21, 2021

Proposal

| | |
|---|--|
| Project: Winfield Senior Center Roof Replacement | Section: Div. 7 - TPO Membrane & Sheet metal flashings |
| Project Location: 700 Gary Street Winfield, KS 67156 | Attn: Patrick Steward |
| Owner: City of Winfield | |

We propose to furnish required materials and all labor as herein described and specified, for the above-mentioned project as follows, subject to acceptance within 30 days. Due to volatile materials prices right now, this quote is void 30 days from the above bid date.

Base Bid:

- ☐ Our firm bid price to complete required roofing and sheet metal flashing work for the above-mentioned project is **\$169,260.00**

Scope of Work:

Demo:

- Furnish labor and equipment to remove existing perimeter edge flashings and dispose of debris from the premises.
- Provide labor, equipment to remove all existing roof systems down to wood deck and dispose of debris from the premises.

Membrane Roofing System:

- Examine existing wood deck and perimeter wood blocking for any deterioration/damage and replace as required.
- Supply and install fully adhered 1.5" rigid polyiso (R-8.65) over existing wood deck substrate.
- Furnish labor, materials, and equipment to install fully adhered 60-mil TPO membrane system per manufacture's specifications.
- Supply and install all required fully adhered single-ply membrane flashings at vertical walls and roof penetrations.
- Provide and install all required pipe and curbs flashings, pitch pockets, and all other required roof penetration flashings to complete roof.

Sheet Metal Flashings and Trim

- Provide and install 24ga prefinished metal fascia at all perimeter edge locations – color to match existing metal shingles.
- Provide and install 24ga prefinished metal two-piece counter flashing at roof to wall cladding locations.

Warranties:

- GenFlex Roofing Systems to provide a full inspection report along with a twenty (20) year NDL labor and material warranty.
- Pac-Clad to provide a twenty (20) year paint and material warranty on all sheet metal flashings.
- All work completed by Bloyer & Sons will be backed by a two (2) year workmanship warranty.

Exclusions:

- Material and labor tax.
- Bonding.
- Job specific insurance riders.

Note:

- Our bond rate is 1.5%
- Above price includes equipment to load and offload materials.
- Pricing includes all required roofing debris removal.
- Pricing includes required city permits.
- Bloyer & Sons, Inc. will not be held responsible for any damage to hidden electrical conduits above or below roof deck that may be penetrated by new roof fastening screws.

Voluntary Alternates:

Item #1 – ADD – 10% Material Increase:

- ☐ Our firm bid add price for all projected material cost increase for the first quarter of 2022 is **\$7,550.00**

Item #2 – ADD – ½" Cover Board:

- ☐ Our firm bid add price to install a fully adhered hail resistant ½" Securock cover board over new polyiso insulation is **\$39,615.00**

Please feel free to contact me (Gabe) at **(620) 218-1925** with any questions about the above items.



Quality Single-Ply & Metal Roofing
Commercial Contractor

No. 21080
September 8, 2021

Proposal

| | |
|--|---|
| Project: Winfield Senior Center Roof Replacement Project Location: 700 Gary Street Winfield, KS 67156 Owner: City of Winfield | Section: Div. 7 - TPO Membrane & Sheet metal flashings Attn: Patrick Steward |
|--|---|

We propose to furnish required materials and all labor as herein described and specified, for the above-mentioned project as follows, subject to acceptance within 30 days. Due to volatile materials prices right now, this quote is void 30 days from the above bid date.

Base Bid:

- ☐ Our firm bid price to complete required roofing and sheet metal flashing work for the above-mentioned project is **\$194,100.00**

Scope of Work:

Demo:

- Furnish labor and equipment to remove existing perimeter edge flashings and dispose of debris from the premises.
- Provide labor, equipment to remove existing gravel ballast down to asphalt built-up roof system – spud ballast as required to provide a clean level surface to install new insulation/cover board system.

Membrane Roofing System:

- Supply and install fully adhered ½” DuraStorm VSH (Very Severy Hail) cover board over existing BUR, ½” wood fiber, and 1.5” polyiso (R-8.65).
- Furnish labor, materials, and equipment to install fully adhered 60-mil TPO membrane system per manufacture’s specifications.
- Supply and install all required fully adhered single-ply membrane flashings at vertical walls and roof penetrations.
- Provide and install all required pipe and curbs flashings, pitch pockets, and all other required roof penetration flashings to complete roof.
- Furnish and install additional wood blocking at perimeter parapet walls and gutter edge to accommodate additional height required for new tapered insulation system.

Sheet Metal Flashings and Trim

- Provide and install 24ga prefinished metal fascia at all perimeter edge locations – color to match existing metal shingles.
- Provide and install 24ga prefinished metal two-piece counter flashing at roof to wall cladding locations.

Warranties:

- Verisco Roofing Systems to provide a full inspection report along with a twenty (20) year NDL labor and material warranty.
- Pac-Clad to provide a twenty (20) year paint and material warranty on all sheet metal flashings.
- All work completed by Bloyer & Sons will be backed by a two (2) year workmanship warranty.

Exclusions:

- Material and labor tax.
- Bonding.
- Job specific insurance riders.

Note:

- Our bond rate is 1.5%
- Above price includes equipment to load and offload materials.
- Pricing includes all required roofing debris removal.
- Pricing includes required city permits.
- Bloyer & Sons, Inc. will not be held responsible for any damage to hidden electrical conduits above or below roof deck that may be penetrated by new roof fastening screws.

Voluntary Alternates:

Item #1 – ADD – 2” Polyiso Insulation:

- ☐ Our firm bid add price to install additional 2” polyiso over existing BUR to bring roof up to an R-20 is **\$58,345.00**
- Furnish and install additional wood blocking at perimeter edge to accommodate additional height required for new 2” polyiso insulation.
 - Supply and install new fully adhered 2” polyiso insulation set in FlexFast low rise foam adhesive at 6” o.c. bead pattern over complete existing roof area.

Please feel free to contact me (Gabe) at **(620) 218-1925** with any questions about the above items.

**FIRE SCIENCE AND EMS PROGRAMS
TRAINING FACILITY USE AGREEMENT**

THIS FACILITIES USE AGREEMENT is made and entered into effective as hereinafter provided by and between **Cowley College (COLLEGE)** and **The City of Winfield, Kansas (CITY)**, hereinafter referred to as indicated;

WITNESSETH, THAT:

WHEREAS, COLLEGE currently provides approved and accredited Fire Science program and Emergency Medical Service (EMS) program courses of instruction; and

WHEREAS, each party to this agreement desires to provide additional educational opportunities, and to insure and increase the supply of trained Fire Science and EMS graduates through shared equipment and facilities, for and within the areas each party serves; and

WHEREAS, for the purpose of preventing unnecessary and costly duplication in equipment and facilities providing services attendant with the Fire Science and EMS courses of instruction, CITY is willing to make its burn training facility, extrication training equipment, and supporting equipment and facilities available to students of the COLLEGE;

NOW, THEREFORE, and for and in consideration of the mutual terms and conditions as hereinafter set forth, including the performance thereof by each of the parties hereto, it is agreed:

1.0 DEFINITIONS

- 1.1** Except to the extent the context of this agreement may otherwise require, all terms used in this agreement shall be deemed to have the definitions as provided by K.S.A. 65-5502 as such statute is from time to time amended.
- 1.2** The term Fire Science shall contemplate and include "Fire Science," and similar terms or references
- 1.3** The term Emergency Medical Service (EMS) shall contemplate and include "EMS", "EMR", "EMT", "Paramedic", and similar terms or references

2.0 FIRE SCIENCE PROGRAM

- 2.1** The educational curriculum contemplated by and subject to this agreement shall be a Fire Science course of instruction and training program approved through the Kansas Board of Regents, upon successful completion of which students may be conferred, at a minimum, a college certificate, and eligible for application and examination by Kansas Fire and Rescue Training Institute and the International Fire Service Accreditation Congress (IFSAC), if applicable.

3.0 EMERGENCY MEDICAL SERVICES PROGRAM

- 3.1** The educational curriculum contemplated by and subject to this agreement shall be EMS courses of instruction (EMR, EMT and/or Paramedic) and training program approved through the Kansas Board of Regents and the Kansas Board of Emergency Medical Services, upon successful completion of which students may be eligible, at a minimum, for application and examination by the Kansas Board of Emergency Medical Services and/or the National Registry of Emergency Medical Technicians (NREMT), if applicable.

4.0 ADMINISTRATION

- 4.1** The administration of the Fire Science and EMS Programs, inclusive of overall program supervision and accreditation oversight, is reserved to and shall be the sole responsibility of COLLEGE. In the administration of the Fire Science and EMS Programs, COLLEGE shall consult with, receive input from, and consider the advice and recommendations of the applicable program advisory committees.
- 4.2** All components of the Fire Science and EMS Programs shall be designed and conducted so as to comply with all applicable COLLEGE accreditation standards, COLLEGE certificate/degree requirements, and any other applicable department requirements.
- 4.3** COLLEGE will have the responsibility for administration and supervision of any portions of the Fire Science course of instruction offered at or delivered at any site.
- 4.4** COLLEGE shall maintain all required course records.
- 4.5** COLLEGE shall be the certificate/degree granting institution.

5.0 STAFFING AND TRAINING

- 5.1** COLLEGE shall hire, train, supervise and direct any personnel necessary

for delivery of the Fire Science and EMS Programs, including but not limited to, the training program coordinator, the primary instructor, all laboratory assistants, and any staff necessary for training components of the Fire Science and EMS Programs.

6.0 FACILITIES, EQUIPMENT AND SUPPLIES

- 6.1** CITY agrees, **when available and at its scheduling discretion**, to make available for use the CITY Fire Training Facility, Extrication Equipment, and other Associated Supporting Equipment. CITY shall be responsible for the maintenance required in the operation of the Fire Training Facility.
- 6.2** COLLEGE shall reimburse CITY, upon written demand, for the repair or replacement of damage or loss to the Training Facility, its contents/equipment caused by participants in, or during, COLLEGE approved and scheduled class time.
- 6.3** COLLEGE agrees to carry Comprehensive Liability insurance naming the City of Winfield, its officers and agents as additionally insured in an amount not less than \$1,000,000 General Aggregate, \$1,000,000 Products aggregate, \$500,00, Each Occurrence, \$500,000 Personal/Adv Injury and \$100,000 Fire Damage.
- 6.4** COLLEGE hereby agrees to indemnify and defend the CITY and its officers, employees and agents against any claims, demands, causes of action, loss, liability, damages, judgments and expense (including reasonable attorneys' fees and expenses incurred in defending against said risks or enforcing this indemnity) arising, directly or indirectly, as a result of the use and occupancy of the Training Facility by the COLLEGE, provided, however, that this indemnity shall be ineffective as to any loss or damage to property or to any injury, sickness or death caused by: (a) the sole negligence of CITY; or by (b) the gross negligence or willful misconduct of CITY.
- 6.5** CITY and COLLEGE agrees to and shall provide and at all times maintain a sufficient quantity of Fire Science consumable training equipment and supplies. COLLEGE, shall reimburse CITY for the cost of consumable training equipment and supplies utilized in fire training Projects, as invoiced by the CITY for each Project.
- 6.6** COLLEGE will provide a sufficient number of instructors to meet applicable training oversight standards.
- 6.7** CITY will provide a safety officer/operator during use of the Training Facility.
- 6.8** COLLEGE shall at all times operate equipment within the manufacturer's specifications and shall show care in operation and use of facilities during its approved and scheduled class time. COLLEGE shall return facilities/equipment to the CITY in same condition as found.

7.0 FEES; COMPENSATION

- 7.1** Except as may be expressly in this agreement provided, or otherwise set forth in any approved

annual budget, no payment will be made by COLLEGE to CITY.

8.0 TERM; TERMINATION & WITHDRAWAL

- 8.1** This agreement shall be annually reviewed by all participating parties for purposes of determining the economic feasibility of continuing the joint program, and may be terminated by either party.
- 8.2** This agreement may be terminated by either party for any succeeding school year, on or before March 1 of any current school year, subject to the satisfactory completion of all other obligations then incumbent upon any such withdrawing party.
- 8.3** This agreement and its effect shall be subject always to the action of the Commission for Fire Science, the Kansas Board of Regents, and any other accrediting and governing body.
- 8.4** This agreement shall be subject to change or termination at any time by the Kansas Legislature.

9.0 GENERAL PROVISIONS

- 9.1** There may be no modification to or amendment of this agreement except in writing, approved by the governing bodies of and executed by the parties.
- 9.2** The waiver of any default hereunder shall not constitute a waiver or release of any of the terms and conditions of this agreement or a waiver of any like or similar future default.
- 9.3** If any part, term, or provision of this agreement or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this agreement which can be given effect without the invalid provision or application, and to such end the provisions of this agreement are deemed to be severable.
- 9.4** Headings are inserted for ease of reference, and shall not be deemed to define, limit, or extend the scope or intent of the section to which they pertain.
- 9.5** This agreement and each and every of the terms and provisions hereof, shall be binding upon the parties hereto, their successors and assigns.
- 9.6** To the extent this cooperative undertaking shall be deemed an agreement for interlocal cooperation, and thereby subject to and governed by the provisions of K.S.A. 12-2901, et seq., or any similar provision applicable to higher education in the State of Kansas, each participating college shall provide its full faith and best efforts to secure the approval hereof by the Office of the Attorney General for the State of Kansas, and the Kansas Board of Regents, as appropriate.

[BALANCE OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this agreement in counterparts as of the date set opposite their hand and seal, intending that the same shall have an Effective Date of September __, 2021.

COWLEY COLLEGE

Date: _____

By: _____

Name: Dr. Michelle Schoon

Title: Vice President, Academics

CITY OF WINIFIELD, KS

Date: _____

By: _____

Name: Taggart Wall

Title: City Manager