

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, February 07, 2022
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDERMayor Ronald E. Hutto
ROLL CALL.....City Clerk, Brenda Peters
MINUTES OF PRECEDING MEETING.....Tuesday, January 18, 2022

PRESENTATIONS

- Winfield Police Department Oath of Office
- Winfield Police Department Promotions

BUSINESS FROM THE FLOOR

- Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 2205 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a contract for Project No. 22-TI912 for asphalt street improvements between the City of Winfield, Kansas and APAC-Kansas, Inc., Shears Division.

Bill No. 2206 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an agreement for transportation services between the City of Winfield and Enable Gas Transmission, LLC., Oklahoma City, Oklahoma, regarding natural gas transmission services.

OTHER BUSINESS

- Consider the purchase of a compact excavator for the street department
- Consider the lease of a utility work machine for the Lake
- Consider approval and renewal of the EGT/City of Winfield Power Plant Gas Transmission contract
- Consider replacement of substation and West turbine battery packs and chargers
- Executive Session pursuant to the consultation with the City Attorney matter exception

ADJOURNMENT

- Next City Commission Work Session will be Thursday February 17, 2022 at 4:00 pm.
- Next regular meeting 5:30 p.m. Tuesday, February 22, 2022.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
January 18, 2022

The Board of City Commissioners met in regular session, Tuesday, January 18, 2022 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Ronald E. Hutto presiding. Commissioners Brenda K. Butters and Gregory N. Thompson were also present. Also in attendance were Taggart Wall, City Manager; Brenda Peters, City Clerk; and William E. Muret, City Attorney.

City Clerk Peters called roll.

Commissioner Thompson moved that the minutes of the January 3, 2022 meeting be approved. Commissioner Butters seconded the motion. With all Commissioners voting aye, motion carried.

OATHS OF OFFICE

City Clerk Peters administered the Oath of Office to Mayor Ronald E. Hutto.

BUSINESS FROM THE FLOOR

Joseph Smith, 341 N. Houston, addressed the Commission about Golf Cart use in the City.

NEW BUSINESS

Bill No. 2202 – A Resolution – Declaring the results of the General Municipal Election held in the City of Winfield, Kansas, on November 4, 2021. Upon motion by Commissioner Butters, seconded by Commissioner Thompson all Commissioners voting aye, Bill No. 2202 was adopted and numbered Resolution 0222.

Bill No. 2203 – A Resolution – Authorizing and directing the Mayor and City Manager of the City of Winfield, Kansas, to execute an agreement with Loyd Group, LLC, to perform an annual audit for the year ending December 31, 2021; and subject to the provisions hereof, for the years December 31, 2022, 2023, 2024, and 2025. City Manager Wall explains this would allow the City to engage with Loyd Group to conduct an annual audit for the years 2021, 2022, 2023, 2024, and 2025. Upon motion by Commissioner Thompson, seconded by Commissioner Butters all Commissioners voting aye, Bill No. 2203 was adopted and numbered Resolution No. 0322.

Bill No. 2204 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas to execute an agreement between the City, South Kansas and Oklahoma Railroad Company, and the Secretary of the Kansas Department of Transportation relating to KDOT Project No. 18 X-3105-01, Crossing of the South Kansas and Oklahoma Railroad Company tracks and 4th Avenue in the City of Winfield, Cowley County, Kansas. City Manager Wall explains this Resolution will authorize KDOT Project No. 18 X-3105-01, which will have no cost to the City. Upon motion by Commissioner Butters, seconded by Commissioner Thompson all Commissioners voting aye, Bill No. 2204 was adopted and numbered Resolution 0422.

OTHER BUSINESS

ADJOURNMENT

Upon motion by Commissioner Thompson, seconded by Commissioner Butters, all Commissioners voting aye, the meeting adjourned at 5:42 p.m.

Signed and sealed this 3rd day of February 2022.

Signed and approved this 7th day of February 2022.

Brenda Peters, City Clerk

Ronald E, Hutto, Mayor



Request for Commission Action

Date: February 2, 2022

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

Action Requested: Awarding of a contract for Asphalt projects for 2022.

Analysis:

Bids were solicited for Asphalt Street improvements for this year. The primary area to be addressed with this years projects is 5th Avenue from College to Maris, 14th Ave. from Main west to the RR tracks, and College from Banner to the 146th.

We were fortunate enough to receive four bids for this year's projects. We've attached the bid tab for your reference. The bids came in under the Engineer's estimate. Based on the bid's received, we are recommending awarding the contract to APAC Shears Division, Wichita, Kansas.

Fiscal Impact: Funding for this work would be sales tax dollars.

Attachments: Proposed Resolution
 Bid Tab

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a contract for Project No. 22-TI912 for asphalt street improvements between the City of Winfield, Kansas and APAC-Kansas, Inc., Shears Division.

WHEREAS, bids for the street improvements were requested and accepted; and,

WHEREAS, APAC-Wichita, Inc., Shears Division, Wichita, Kansas, submitted the apparent lowest proposal;

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

Section 1. The Mayor and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute a contract for the amount of four hundred twenty seven thousand five hundred fifty seven dollars and fifteen cents (\$427,557.15) for Project No. 22-TI912, and additional street improvements at the contract prices as determined to be within the budget, for street improvements for various locations, between the City of Winfield and APAC-Kansas, Inc., Shears Division, Wichita, Kansas, a copy of which is attached hereto and made a part hereof the same as if fully set forth herein.

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

ADOPTED this 7th day of February 2022.

(SEAL)

Ronald E Hutto, Mayor

ATTEST:

Brenda Peters, City Clerk

Approved as to form:

William E. Muret, City Attorney

Approved for Commission action:

Taggart Wall, City Manager/ps

2022 Street projects
 Bid openings 4/01/22 @ 11:00

Items	Description	Quantity	APAC		Pearson		Cornejo		Encore	
			Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	1 LS	\$12,850.00	\$12,850.00	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00	\$5,000.00	\$5,000.00
2	Traffic Control	1 LS	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00	\$15,000.00	\$15,000.00	\$4,500.00	\$4,500.00
3	2" Asphalt (BM-2)	18,025 SY	\$8.35	\$150,508.75	\$10.00	\$180,250.00	\$11.75	\$211,793.75	\$9.65	\$173,941.25
4	3" Asphalt (BM-2)	12,910 SY	\$12.50	\$161,375.00	\$15.00	\$193,650.00	\$17.50	\$225,925.00	\$13.85	\$178,803.50
5	2" Patching	1,710 SY	\$17.00	\$29,070.00	\$33.00	\$56,430.00	\$24.00	\$41,040.00	\$17.00	\$29,070.00
6	Milling	24,140 SY	\$1.91	\$46,107.40	\$2.00	\$48,280.00	\$1.95	\$47,073.00	\$2.40	\$57,936.00
7	Patching 5" Depth	200 SY	\$42.00	\$8,400.00	\$62.00	\$12,400.00	\$85.00	\$17,000.00	\$39.00	\$7,800.00
				\$415,311.15		\$517,010.00		\$597,831.75		\$457,050.75
8	Alt. 2" Asphalt (SR Mix)	10,000 SY	\$8.80	\$88,000.00	\$11.50	\$115,000.00	\$13.00	\$130,000.00	\$11.00	\$110,000.00
9	Alt. 3" Asphalt (SR Mix)	12,910 SY	\$13.10	\$169,121.00	\$17.00	\$219,470.00	\$19.00	\$245,290.00	\$15.50	\$200,105.00
				\$257,121.00		\$334,470.00		\$375,290.00		\$310,105.00
Project Total w/ Alt.				\$427,557.15		\$557,830.00		\$629,696.75		\$491,852.25



Request for Commission Action

Date: January 31, 2022

Requestor: Gus Collins, Director of Utilities

Action Requested: Consider approval and renewal of the EGT/City of Winfield Power Plant Gas Transmission contract.

Analysis: The City of Winfield currently contracts with Enable Gas Transmission Company for the delivery of Natural Gas to both the community and generating units, the steam plant on E 12th and West Gas Turbine. The contract for community will automatically renew on April 1st, however, the Power Plant agreement is an annual renewal.

Last year's renewal required significant discussion with representatives at EGT. Enable Gas Transmission is now submitting to the City of Winfield the Power Plant agreement under the same terms.

Below is a brief history of the terms of agreement we have had with EGT and the delivery of this gas. In prior years it was always based on volumetric at a negotiated rate. See Below:

Up through March 31, 2019 –

PP contract #1010478 had a contract demand of 2,500 MMBtu/day. EGT's invoiced the City as a take or pay, but allowed the city to recalculate their invoice based on EGT's Small Customer Rate of 31.27¢ per each MMBtu used at the power plant

April 1, 2019 – March 31, 2021

With the annual renewal of the contract, EGT changed the contract # and restructured it to a contract demand (take or pay) of 1,500/d at a negotiated discounted rate. Rate was 3¢ per MMBtu, plus EGT's tariff delivery rate of .2816 for each MMBtu used at the power plant

April 1, 2021 – March 31, 2022

Contract demand volume at EGT's max tariff rate of 24.41¢ per MMBtu. So, if City held 500/d of contract demand, take or pay charge would be \$3,712.85 per month (500 x .2441 x 365 days divided by 12 months). Any daily volume used at the plant above 500 MMBtu will be billed at 25.37¢

EGT is allowing for Winfield to set the daily contract demand volume at a different level each month to reduce take or pay cost in non-summer months



Request for Commission Action

The above provides a summary of the rate fluctuations that we have encountered. Not significant but wanted to share with you. The EGT is now stating they are no longer offering negotiated rates to small customers. The rates will be determined as part of their tariff. Again, insignificant impact when you look at the overall picture and the cost of generation. We are recommending moving forward with the new terms as presented.

April 2022- No change from prior year.

Fiscal Impact: If the City generates power, either to verify the capability or if requested by SPP, both of which are reimbursed 100% of our cost by either KPP or the agency requesting the city to generate.

We are recommending moving forward with same terms as the previous agreement.

Attachments: Proposed Contract Options

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an agreement for transportation services between the City of Winfield and Enable Gas Transmission, LLC., Oklahoma City, Oklahoma, regarding natural gas transmission services.

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

Section 1. The Mayor and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute an agreement for transportation services between the City of Winfield and Enable Gas Transmission, LLC., Oklahoma City, Oklahoma, regarding natural gas transmission services for a rate as set forth in TSA No. 1011266, a copy of which is attached hereto and made a part hereof.

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

ADOPTED this 7th day of February 2022.

(SEAL)

Ronald E. Hutto, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager

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

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

1) SHIPPER INFORMATION:

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

Type of Entity: Kansas municipality

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

2) REGULATORY AUTHORITY: Part 284: Subpart G

3) TERM, CONTRACT DEMAND AND POINTS:

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

Term: Effective Date: Originally April 1, 2018, as amended and restated April 1, 2022

Primary Term End Date: The end of the Day on March 31, 2023

Evergreen/Term Extension? No

Contract Demand (Dth/D):	10	April 1, 2022 – April 30, 2022; October 1, 2022 – March 31, 2023
	100	May 1, 2022 – May 31, 2022; September 1, 2022 – September 30, 2022
	1,500	June 1, 2022 – August 31, 2022

Receipt Entitlement(s) (Dth/D):	West 1 Pooling Area
	10 April 1, 2022 – April 30, 2022; October 1, 2022 – March 31, 2023
	100 May 1, 2022 – May 31, 2022; September 1, 2022 – September 30, 2022
	1,500 June 1, 2022 – August 31, 2022

<u>Primary Receipt Point(s):</u>	<u>Maximum Receipt Obligation (Dth/D)</u>
Egg McClure IC	10 April 1, 2022 – April 30, 2022; October 1, 2022 – March 31, 2023
(Meter No. 301104)	100 May 1, 2022 – May 31, 2022; September 1, 2022 – September 30, 2022
	1,500 June 1, 2022 – August 31, 2022

<u>Primary Delivery Point(s):</u>	<u>Maximum Delivery Obligation (Dth/D)</u>
City of Winfield PWR	10 April 1, 2022 – April 30, 2022; October 1, 2022 – March 31, 2023
(Meter No. 805107)	100 May 1, 2022 – May 31, 2022; September 1, 2022 – September 30, 2022
	1,500 June 1, 2022 – August 31, 2022

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

- 4) **RATE:** Unless provided otherwise in an Attachment to this Agreement in effect during the term of this Agreement, in a capacity release award, or below, Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the maximum applicable rate, and any other charges, fees, direct bill amounts, taxes, assessments, or surcharges provided for in Transporter's Tariff, as on file and in effect from time to time, for each service rendered hereunder.
- 5) **OTHER PROVISIONS:**
- 5.1) Payments shall be received by Transporter within the time prescribed by Section 14 of the GT&C of Transporter's Tariff. Amounts past due hereunder shall bear interest as provided in Section 14 of the GT&C of the Tariff. Shipper shall pay all costs associated with the collection of such past due amounts including, but not limited to, attorneys' fees and court costs. Shipper hereby represents and warrants that the party executing this Agreement on its behalf is duly authorized and possesses all necessary corporate or other authority required to legally bind Shipper.
- 5.2) Do the parties agree that the provisions of Section 13.4 of the GT&C of Transporter's Tariff shall apply with respect to third-party transportation? No
- 5.3) Does this Agreement supersede, cancel, amend, restate, substitute or correct pre-existing Transportation Service Agreement(s) between the parties? Yes
Effective April 1, 2022, this Agreement amends and restates Transportation Service Agreement No. 1011266, originally effective April 1, 2018, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof.
- 5.4) Is this Agreement entered into pursuant to and subject to CAPACITY RELEASE, Section 19 of the GT&C of Transporter's Tariff? No
- 5.5) Does this Agreement include any other terms/provisions permitted by the Tariff? Yes
Pursuant to Section 21.10, GT&C, of the Tariff, the parties have agreed to an extension of the term with respect to all of the capacity committed under the Service Agreement being amended and extended.
- 6) All modifications, amendments or supplements to the terms and provisions hereof shall be effected only by supplementary written (or electronic, to the extent Transporter permits or requires) consent of the parties.
- 7) **SIGNATURE:** This Agreement constitutes a contract with Transporter for the transportation of natural gas, subject to the terms and conditions hereof, the General Terms and Conditions attached hereto, and any applicable attachment(s), all of which are incorporated herein by reference and made part of this Agreement.

ENABLE GAS TRANSMISSION, LLC

CITY OF WINFIELD, KANSAS

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

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

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

GENERAL TERMS AND CONDITIONS

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



Request for Commission Action

Date: 1/31/2022

Requestor: Patrick Steward, City Engineer / Director of Public Improvements

Action Requested:

Commission agenda: Other Business

Consider the purchase of a compact excavator for the street department.

Analysis:

The City solicited quotes for a compact excavator. We received three quotes as follows:

Company	Model	Quote	Est. Delivery
White Star Machinery	Bobcat E60	\$75,985.22	Summer 2022
Murphy Tractor	John Deere 60G	\$75,850.00	2023
Foley Equipment	CAT 305-07LC	\$75,676.00	Spring 2022

Due to price, use of existing attachments, and delivery, we are recommending awarding to Foley Equipment.

Fiscal Impact:

This item was budgeted for 2022 in the amount of \$85,000.

Attachments:



DATE _____

PURCHASER		CITY OF WINFIELD																																																																																																															
STREET ADDRESS		PO BOX 646																																																																																																															
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<p>ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.</p> <p>PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.</p>																																																																																																																	
<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY			<input type="checkbox"/> USED EQUIPMENT WARRANTY <div style="float: right;">INITIAL</div>																																																																																																														
The customer acknowledges that he has received a copy of the Foley Equipment Company/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary. 24 Month 2000 Hour Premier			All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable:																																																																																																														
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Foley Equipment Company

ORDER RECEIVED BY Ulises Treto REPRESENTATIVE

APPROVED AND ACCEPTED ON CITY OF WINFIELD PURCHASER

SALES MANAGER BY _____ SIGNATURE

TITLE

TERMS AND CONDITIONS

1. Agreement. This Agreement, when accepted by Foley, shall become a binding contract, and may not be revoked by the Customer. Foley's performance per this Agreement shall be subject to strikes, lockouts, accidents, fire, delays in manufacturing or transportation, acts of God, embargoes, pandemics or governmental action, or any other causes beyond the control of Foley, and any of said causes shall absolutely absolve Foley from any liability to the Customer under the terms hereof.

2. Payment and Representations. Unless the Equipment is paid in full in cash at the time of delivery, Foley retains and Customer hereby grants to Foley a purchase-money security interest in the Equipment, including all accessories, spare parts, special fittings, and tools thereof, and all additions, accessions, increases, improvements, renewals, substitutions, or replacements thereof (collectively, the "Collateral"), together with all proceeds from any sale or other disposition of all or any part of the Collateral to secure the full amount owed therefore, together with all interest, fees, and penalties. Unless Customer shall execute a separate security agreement with Foley covering the Collateral, this Agreement shall constitute a security agreement for the Collateral. Promptly upon request, Customer agrees to execute a note or other evidence of Customer's indebtedness for the Collateral, which shall only constitute evidence of such indebtedness and not a payment or satisfaction of such indebtedness. Promptly upon request, Customer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Foley, in Foley's discretion, to perfect Foley's security interest in the Collateral, including but not limited to, any financing statements. Customer hereby irrevocably appoints Foley its attorney-in-fact, which such appointment shall be coupled with an interest, to do such acts and to execute and file all such documents on Customer's behalf, which power is coupled with an interest, and which power is delegable by Foley. Customer acknowledges that Foley's signature or the signature of its delegate on such documents to be the same as Customer's own for all purposes and with the present intent to authenticate the document. Customer represents and warrants to Foley that (a) Customer has the power to make, deliver, and perform under this Agreement, (b) the person executing this Agreement is authorized to do so on behalf of Customer, (c) this Agreement constitutes a valid obligation of Customer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial, and other information submitted to Foley in connection with this Agreement is and shall be true, correct, and complete; (e) the Customer: if an individual, has his or her principal residence in Kansas or Missouri, or in state otherwise indicated on the front of this Agreement, if a registered entity, is registered under the laws of the State of Kansas or Missouri, or in state otherwise indicated on front of this Agreement; if a non-registered entity, has its principal place of business in Kansas or Missouri, or in state otherwise indicated on front of this Agreement; (f) Customer's name set forth on the front of this Agreement is Customer's full, legal name; and (g) the Collateral is and shall remain located in the State of Kansas or Missouri or state otherwise indicated on the front of this Agreement. A breach by Customer in the terms, representations, or warranties of this Agreement or the terms of any invoice for the Equipment hereunder, including but not limited to, failure to pay in full the amount owed for the Equipment within the time periods stated herein or on any such invoice, shall constitute an event of default, and all amounts owing to Foley shall be immediately due, and Foley shall have all rights and remedies in law or in equity, including but not limited to, the Kansas or Missouri Uniform Commercial Code, and as set forth herein. In the event of Customer default of this Agreement, Foley shall be entitled to recover all costs, losses and expenses, including attorney's fees relating to the default and exercise of Foley's remedies.

3. Delivery and Taxes. Unless Shipment is provided by Foley, Foley's responsibility for shipment ceases upon delivery to the transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by the Customer direct to the transportation company. Any claims against Foley for shortages in shipments shall be made within fifteen days after receipt of shipment. Customer shall be responsible for all taxes calculated at the time of delivery of the Equipment.

4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Customer understands and agrees that Foley is not the manufacturer of the Equipment; the Equipment is of a size, design, capacity, description, and manufacture selected by Customer; Customer is satisfied that the Equipment is suitable and fit for its purposes. The Equipment described herein as "new" is sold subject to such warranties as are made in writing by the manufacturer of the Equipment thereof. Except to the extent a special warranty is made by Foley in writing and executed by Foley's authorized representative, FOLEY MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, MATERIALS CONTAINED IN THE EQUIPMENT, OR CUSTOMER'S USE THEREOF, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FOLEY SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF FOLEY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE MAXIMUM EXTENT OF FOLEY'S LIABILITY TO CUSTOMER SHALL BE THE TOTAL AMOUNT OF ANY PAYMENTS MADE BY CUSTOMER TO FOLEY, HEREUNDER.

5. Consumer Laws. The laws of certain jurisdictions prohibit the limitation of certain warranties and the remedies and damages for the breach of such warranties. If any provision of this Agreement is in conflict with any statute or rule of law of any state or district in which jurisdiction may lie for enforcement, then such provision shall be deemed null and void to the extent but only to the extent that it may conflict therewith; and the remaining provisions hereof shall not be invalidated, but may be reformed by the court to the extent necessary to protect the rights of the parties.

6. Rental Purchase Option. If the Equipment is being rented by Customer pursuant to a Foley rental agreement with an option to purchase the Equipment, this Agreement shall become effective when Customer notifies Foley of its intent to purchase the Equipment under the rental agreement.

7. Laws. This Agreement shall be governed by the laws of Kansas or Missouri. The provisions of the United Nations on Contracts for the International Sale of Goods are expressly excluded from this Agreement. Customer shall comply with all applicable US laws, including but not limited to, export and anti-bribery laws such as the Foreign Corrupt Practices Act.

8. Privacy Statement. Customer consents to the collection, use, retention and disclosure of information by Foley and its parent, subsidiary and affiliated entities (collectively, "Foley Entities") in accordance with applicable law, and agrees that such information may be accessed by the Foley Entities and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf. Caterpillar's Data Governance Statement, together with Caterpillar's Global Privacy Statement and any applicable Caterpillar Privacy Notices for its digital offering subscriptions, describes Caterpillar's practices for collecting, sharing and using data and information relating to machines, products or other assets and their associated workites—for example to enable Cat® Connect and other Digital Offerings. The Data Governance Statement also describes how Caterpillar may perform remote diagnostics and make available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for your assets and devices. By providing data and information to Foley as described herein or to Caterpillar as described in Caterpillar's Data Governance Statement at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html> you agree to its terms as it may be revised from time to time.

9. Consignment. If this is a sale of consignment Equipment, Customer acknowledges and understands that Foley is acting only as an agent of the seller/owner of the Equipment in this sales transaction. Therefore, for the purposes of the consignment sale only, the term "Foley" in this Agreement shall apply to both Foley Equipment Company and the seller/owner of the Equipment.

10. Assignment and Entire Agreement. Foley may assign this Agreement to a third party. This Agreement covers all agreements between the parties related to this transaction. Foley is not bound by any representative or terms made by any agent related to this transaction which are not contained herein.

Customer's Initials _____

Quote Id: 24352233

Prepared For:
CITY OF WINFIELD



Prepared By: **DREW TURNER**

Murphy Tractor & Equipment
5255 N Deere Road
Park City, KS 67219

Tel: 316-942-1457
Mobile Phone: 316-841-9661
Fax: 316-744-0391
Email: dturner@murphytractor.com

Quote Summary

Prepared For:
CITY OF WINFIELD
200 E 9TH AVE
WINFIELD, KS 67156
Business: 620-221-5500

Prepared By:
DREW TURNER
Murphy Tractor & Equipment
5255 N Deere Road
Park City, KS 67219
Phone: 316-942-1457
Mobile: 316-841-9661
dturner@murphytractor.com

Estimated Delivery Beginning April 2022

Quote Id: 24352233
Created On: 05 May 2021
Last Modified On: 13 January 2022
Expiration Date: 28 February 2022

Equipment Summary

JOHN DEERE 60G Compact
Excavator
John Deere Extended Warranty-60
Month / 2,000 Hour Comprehensive

Qty **Extended**

1

1

Equipment Total

\$ 75,850.00

Quote Summary

Equipment Total	\$ 75,850.00
SubTotal	\$ 75,850.00
Total	\$ 75,850.00
Balance Due	\$ 75,850.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 24352233

Customer: CITY OF WINFIELD

JOHN DEERE 60G Compact Excavator

Hours: 0

Stock Number: 202403

Description	Qty
JOHN DEERE 16" TRACKS, CAB, 6'1" ARM	1

Standard Options - Per Unit

400MM RUBBER TRACK	1
6'1" (1.85M) LONG ARM	1
CAB WITH HEATER & AIR CONDIT	1

Dealer Attachments

New JOHN DEERE BYT11748 50/60 HYD CLAMP KIT (NU)	1
New JOHN DEERE BYT10992 24" HVY DUTY BUCKET 7.5 CU F	1
Hydraulic Quick Disconnect Kit for Selector Valve	1

Service Agreements

John Deere Extended Warranty - 60 Month / 2,000 Hour Comprehensive

Extended Warranty Proposal

JOHN DEERE 60G Compact Excavator

Date : January 13, 2022

Machine/Use Information		Plan Description	Price	
Manufacturer	JOHN DEERE	Application	Deductible	
Equipment Type	60G COMPACT EXCAVATOR	Coverage	List	\$ 0.00
Model	60G COMPACT EXCAVATOR	Total Months		
Country	US	Total Hours		

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

☒ I ACCEPT the Extended Warranty

☐ I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.



Request for Commission Action

Date: 1/31/2022

Requestor: Patrick Steward, City Engineer / Director of Public Improvements

Action Requested:

Commission agenda: Other Business

Consider the lease of a utility work machine for the Lake.

Analysis:

The City solicited quotes for utility work machine. This is a specific machine currently only sourced by one company. It combines the benefits of a work utility vehicle with that of a skid steer machine. This is an ideal combination for the types of projects necessary in the park system. We currently have a similar piece of equipment at QR golf course.

We are recommending the proposed five year lease at \$8,000 / year.

Fiscal Impact:

This item was budgeted in the 2022 budget.

Attachments:

1220056



Bobcat

Product Quotation

Quotation Number: AMS-00797

Date: 2021-05-20 09:59:52

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH:
CITY OF WINFIELD Attn: Tim Nihart 2701 E NINTH AVE WINFIELD, KS 67156 Phone: (620) 218-2922	Edi Clark White Star Machinery & Supply Phone: (316) 712-8723 Fax: (815) 572-8175	Contract Holder/Manufacturer Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, PO Box 6000 West Fargo, ND 58078

Description

Bobcat 5600

Adjustable Vinyl Seats

All-Wheel Steer

Automatically Activated Glow Plugs

Auxiliary Hydraulics

- Variable Flow with dual direction detent

Beverage Holders

Bob-Tach

Boom Float

Cargo Box Support

Cruise Control

Deluxe Operator Canopy includes:

- Front Window, Rear Window,
- Front Wipers, and Electrical Power Port

Lower Engine Guard

Limited Slip Transaxle

Engine and Hydraulic Monitor with Shutdown

Front Work Lights

Full-time Four-Wheel Drive

Horsepower Management

- Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471
- Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I

Dome Light

60 Month Protection Plus (2000 Hours)

Deluxe Road Package

Backup Alarm

Turn Signals

Flashers

Tail Lights

Brake Lights

Rear View Mirror

Cab Enclosure with Heater & Air Conditioning

High Flow Package

Keyless Ignition

Heavy Duty Battery

Attachment Control

Power Bob-Tach

Traction Control

Interior Trim

68" Standard Duty Bucket

--- Bolt-On Cutting Edge, 68"

Part No	Qty	Price Ea.	Total
M1221	1	\$43,577.60	\$43,577.60

Hydraulic Dump Box

Instrumentation:

- Hour meter, Job Hours, Speedometer,
- Tachometer, Fuel Gauge, Engine
- Temperature Gauge, and Warning Lights

Joystick, Manually Controlled with Lift Arm Float

Lift Arm Support

Parking Brake, automatic

Power Steering with Tilt Steering Wheel

Radiator Screen

Rear Receiver Hitch

Seat Belts, Shoulder Harness

Spark Arrestor Muffler

Suspension, 4-wheel independent

Tires: 27 x 10.5-15 (8 ply), Lug Tread

Toolcat Interlock Control System (TICS)

Two-Speed Transmission

Machine Warranty: 12 Months, unlimited hours

Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty

9986377	1	\$4,000.00	\$4,000.00
M1221-P01-C01	1	\$1,857.60	\$1,857.60

Side Mirrors

Horn

Lower Engine Guard

Rear Work Lights

Headlights

M1221-R02-C03	1	\$3,891.20	\$3,891.20
M1221-R03-C02	1	\$1,388.80	\$1,388.80
M1221-R06-C02	1	\$268.80	\$268.80
M1221-R07-C02	1	\$77.60	\$77.60
M1221-R08-C02	1	\$188.80	\$188.80
M1221-R12-C02	1	\$879.20	\$879.20
M1221-R16-C02	1	\$436.00	\$436.00
M1221-A01-C05	1	\$164.00	\$164.00
7272771	1	\$570.00	\$570.00
7104508	1	\$130.08	\$130.08

Total of Items Quoted	\$57,429.68
Dealer Assembly Charges	\$62.50
Quote Total - US dollars	\$57,492.18

Notes: LEASE ... 60 Months \$8000.00 per annual payment w/ 250 hours a year machine usage

**Prices per the Kansas State Contract -44071*

**Terms Net 30 Days. Credit cards accepted.*

**FOB Destination within the 48 Contiguous States.*

**Delivery: 60 to 90 days from ARO.*

**State Sales Taxes apply. Must include a Tax Exempt Certificate with order placed.*

**TID# 38-0425350*

**Orders Must be Placed With: Clark Equipment dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.*

ORDER ACCEPTED BY:

SIGNATURE

DATED

PRINT NAME AND TITLE

PURCHASE ORDER #

SHIP TO ADDRESS: _____

BILL TO ADDRESS (if different than Ship To): _____





Request for Commission Action

Date: 2/3/22

Requestor: Kyle Gillett, Interim Power Plant Supervisor

Action Requested: Consider approval of funds to replace the protective relay DC voltage supply batteries at the five City of Winfield substations as well as the battery chargers at four of those locations. Also, funds for replacement of the UPS system batteries located at our Gas Turbine.

Analysis: The City of Winfield has five substations on their electrical system. All the protective relays at these locations receive their supply voltage from a bank of batteries that provide 135 VDC to them. The batteries at the substations were installed in 2004, and they have begun to show signs of deterioration. The batteries that provide 135 VDC for the UPS system at the Gas Turbine sight were installed in 2006 and have also been showing signs of deterioration. The chargers at four of the substation locations are over 30 years old, and we recommend that they also be replaced.

Fiscal Impact: I obtained bids from three companies. The companies were Vertiv ERS, Exponential Power, and Mesa Technical Associates, Inc. The bids were as follows.

- Mesa Technical Associates, Inc. \$98,990.00 (City of Winfield's cost being \$38,527.00)
- Vertiv ERS \$143,014.00 (City of Winfield's cost being \$61,234.00)
- Exponential Power \$46,785.00 (City of Winfield's cost being \$21,425.00)
- The City of Winfield has \$50,000.00 in the 2022 budget for this project.

Mesa Technical Associate's quote was for sixty 12-volt batteries, and four chargers. The quote from Exponential power was also for sixty 12-volt batteries and did not include chargers. The quote offered from Vertiv is for one hundred and twenty 6-volt batteries, as well as four chargers. GridLiance will be responsible for 65% of the cost of the substation portion, and when we spoke with them about the available options, they strongly recommended proceeding with the offer from Vertiv with 6-volt batteries.

Attachments: