

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Tuesday, February 22, 2022
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDER.....Mayor Ronald E. Hutto
ROLL CALL.....City Clerk Brenda Peters
MINUTES OF PRECEDING MEETING.....Monday, February 07, 2022

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 2207 – An Ordinance – Changing the name of a street in Country Club Estates, Highland Village Addition to the City of Winfield, Kansas.

Bill No. 2208 – A Resolution – Authorizing the execution of an agreement for engineering services for improvements on Pike Road from 19th Avenue to US-77 between the City of Winfield, Kansas and Kirkham Michael & Associates, Inc. Ellsworth, Kansas.

Bill No. 2209 – A Resolution – Authorizing and directing the City Manager and Clerk of the City of Winfield, Kansas, to execute a Lease agreement by and between the City of Winfield, Kansas and Capper Foundation for office space at Meyer Hall.

Bill No. 2210 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an agreement between the City of Winfield, Kansas and Petra Development, LLC, for providing the sale, development and utility improvements for Stonebrook Subdivision, a residential development.

OTHER BUSINESS

-Consider computer replacement quote from KPM Computer Solutions
-Consider street sweeper purchase
-Consider purchase of a digger truck from ALTEC Industries for an amount of \$409,062.56

ADJOURNMENT

-Next regular work session 4:00 p.m. Thursday March 3, 2022.
-Next regular meeting 5:30 p.m. Monday, March 07, 2022.

CITY COMMISSION MEETING MINUTES

February 7, 2022

The Board of City Commissioners met in regular session, Monday, February 07, 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. Other staff members present were Gus Collins, Director of Utilities; Patrick Steward, Director of Public Improvements; Robbie DeLong, Police Chief.

City Clerk Peters called roll.

Commissioner Thompson moved that the minutes of the January 18, 2022 meeting be approved. Commissioner Butters seconded the motion. With all Commissioners voting aye, motion carried.

PRESENTATIONS

-Winfield Police Department Oath of Office

- City Clerk Peters gave the Oath of Office to Officer Madeline Pegorsch.

-Winfield Police Department Promotions

-Police Chief DeLong introduced Officer Dakota Richardson, promoted to Sergeant; Galen Giddens, assigned as Detective; Officer Daniel Porter, assigned as Detective; and Eric Jarvis (not present), assigned as Lieutenant Detective.

BUSINESS FROM THE FLOOR

-Jim Masem, 508 E 10th Ave, appeared before the Commission to ask that the snow be moved out of the middle of the street.

NEW BUSINESS

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. Director of Public Improvements Steward explains this Resolution awards a contract for asphalt street projects for 2022 to APAC-Kansas, Inc., Shears Division in the amount of \$427,557.15. Upon motion by Commissioner Butters, seconded by Commissioner Thompson all Commissioners voting aye, Bill No. 2205 was adopted and numbered Resolution No. 0522.

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. Director of Utilities Collins explains this Resolution will renew the EGT/City of Winfield Power Plant Gas Transmission contract. Upon motion by Commissioner Thompson, seconded by Commissioner Butters all Commissioners voting aye, Bill No. 2206 was adopted and numbered Resolution No. 0622.

OTHER BUSINESS

-Consider the purchase of a compact excavator for the street department. Director of Public Improvements Steward explains the low bid was from Foley Equipment and asks the Commission to award the bid to Foley Equipment for the compact excavator. Commissioner Thompson moved

to accept the bid from Foley Equipment for \$75,676.00. Motion was seconded by Commissioner Butters. With all Commissioners voting aye, motion carried.

-Consider the lease of a utility work machine for the Lake. Director of Public Improvements Steward recommends the five-year lease at \$8,000/year for the utility work machine. Commissioner Butters moved to accept the lease at \$8,000 per year for 5 years. Motion was seconded by Commissioner Thompson. With all Commissioners voting aye, motion carried.

-Consider replacement of substation and West turbine battery packs and chargers. Director of Utilities Collins explains staff recommends accepting the bid from Vertiv ERS \$143,014.00 (City of Winfield's cost being \$61,234.00). Commissioner Thompson moved to accept the bid from Vertiv. Motion was seconded by Commissioner Butters. With all Commissioners voting aye, motion carried.

-Executive Session pursuant to the consultation with the City Attorney matter exception. Mayor Hutto moved the City Commission recess into Executive Session for consultation with the City attorney and the City Manager which would be deemed privileged in the attorney-client relationship pursuant to the consultation with the City attorney matter exception, K.S.A. 75-4319 (b)(2). Commissioner Thompson seconded the motion, all Commissioners voting aye, the motion passed. The open meeting will reconvene in the Community Council Room at 6:00 pm.

Meeting resumed at 6:00 pm.

ADJOURNMENT

Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, all Commissioners voting aye, the meeting adjourned at 6:01 p.m.

Signed and sealed this 17th day of February 2022. Signed and approved this 22nd day of February 2022.

Brenda Peters, City Clerk

Ronald E. Hutto, Mayor

(First published in Cowley Courier Traveler on Friday, February 25, 2022)

BILL NO. 2207

ORDINANCE NO. 4174

AN ORDINANCE

CHANGING the name of a street in Country Club Estates, Highland Village Addition to the City of Winfield, Kansas.

WHEREAS, the original plat of Country Club Estates, Highland Village Addition was approved by the governing body of the City of Winfield, August 4, 1975; and,

WHEREAS, the replat of Country Club Estates, Highland Village Addition was approved by the governing body of the City of Winfield, September 21, 1989; and,

WHEREAS, the replat denoted the primary entrance street from Country Club Road as Braid Hill Drive rather than Braid Hills Drive as denoted on the original plat; and,

WHEREAS, a majority of the current residence of the subdivision signed and submitted a written requesting petitioning that the street name be changed to the original designation,

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

Section 1. The street designated as Braid Hill Drive on the replat of Country Club Estates, Highland Village Addition to the City of Winfield, shall be renamed in its entirety as Braid Hills Drive.

Section 2. This Clerk of the City of Winfield is hereby authorized and directed to file said Ordinance with the Register of Deeds of Cowley County, Kansas.

Section 3. This ordinance shall be in full force and effect from and after its adoption.

ADOPTED this 22nd 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

A RESOLUTION

AUTHORIZING the execution of an agreement for engineering services for improvements on Pike Road from 19th Avenue to US-77 between the City of Winfield, Kansas and Kirkham Michael & Associates, Inc. Ellsworth, Kansas.

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

Section 1. The Mayor and City Clerk be and are hereby authorized and directed to execute an agreement, attached to and made a part hereof as if fully set forth herein, between the City of Winfield, Kansas and Kirkham Michael & Associates, Inc. Ellsworth, Kansas for eighty thousand dollars (\$80,000.00) for preliminary engineering services of improvements on Pike Road from 19th Avenue to US-77, Project 22-TI914.

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

ADOPTED this 22nd 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

**Agreement for Engineering Services
between
the City of Winfield, Kansas
and
Kirkham, Michael & Associates, Inc.
Ellsworth, Kansas**

THIS AGREEMENT, MADE AND ENTERED INTO THIS _____ DAY OF _____, 20____, by and between the **City of Winfield, Kansas**, hereinafter called the **OWNER**, and **Kirkham, Michael & Associates, Inc.**, hereinafter called the **ENGINEER**.

WITNESSETH: Whereas the **OWNER**, has requested engineering services for a street improvement project on Pike Road. It is the understanding of the **ENGINEER** that the project is to be locally funded and administered, but the **OWNER** intends to apply for funding through the Kansas Department of Transportation's (KDOT) Cost Share Program.

LOCATION AND SCOPE: Reconstruct the pavement of Pike Road from the south side of East 19th Avenue to the north side of the Dillon's entrance with full-depth pavement. The **OWNER** has applied for a TEAP study to evaluate improvements to the US-77/Pike Road/Dillon's entrance intersection. Design of improvements to this intersection are not included in this agreement. It is assumed that the roadway geometry and profile will not significantly change. The design will include construction of curb and gutter and installation of storm sewer pipes and inlets to convey stormwater runoff in place of the existing ditch drainage. The scope of design is to further include construction of new ADA compliant sidewalk and sidewalk ramps along Pike Road and replacement of entrance and side street pavements as needed through the project corridor. Details and quantities for temporary traffic control, temporary erosion control, and permanent seeding are to be included in the plans. It is assumed that all proposed work will be within the existing right of way of Pike Road or to the end of radius returns on side streets. Street lighting is not included.

A. Collection of Field Data

1. The **ENGINEER** will establish horizontal and vertical control for the project using a local coordinate system.
2. The **ENGINEER** will collect topographic survey data and record utility locations as marked at the ground surface by the utility owners or their representative. Survey data will only be collected for features visible at the ground surfaces.
3. The **OWNER** will furnish to the **ENGINEER** the exact location and type of monumentation for each section corner, 1/4 section corner, block corners, property pins or other survey markers required to properly locate the horizontal control for the project.

Lost or obliterated section corners, 1/4 section corners, block corners and property pins may be re-established by the **ENGINEER**, at the hourly rate noted in Paragraph E-6. Re-establishment of section corners, block corners and/or property pins will be in addition to the Lump Sum Fee specified in Paragraph E-1.



B. Design and Preparation of Plans

1. The **ENGINEER** will prepare detailed plans and specifications for the proposed construction. The project will be designed according to local, state, and federal criteria sufficient for soliciting bids from construction contractors.
2. The plans will address subgrading, surfacing, curb and gutter, entrance pavement, sidewalk, sidewalk ramps, storm sewer, traffic handling, seeding, and temporary erosion control.
3. Sidewalk and sidewalk ramps will be designed to meet the current Public Right of Way Accessibility Guidelines (PROWAG).
4. Intersection returns and driveway entrances are anticipated to be replaced to tie in new construction. Work beyond the side road intersection returns is not anticipated.
5. The **ENGINEER** will coordinate a kick-off meeting with the **OWNER** prior to collecting field data to confirm the scope of the project.
6. The **ENGINEER** will prepare preliminary plans and participate in one Field Check of the project plans with **OWNER** prior to preparation of the final plans and specifications.
7. The **ENGINEER** will prepare final plans and specifications sufficient to obtain bids from contractors for construction of the work.
8. Access to private properties will need to be maintained during construction. It is assumed that Pike Road may be closed from East 19th Avenue to Sunnyside Avenue during construction as properties along this section have alternate access. It is assumed Pike Road will be constructed in phases from Sunnyside Avenue to the north side of the Dillon's entrance.
9. The **ENGINEER** will prepare for the **OWNER** an Opinion of Probable Construction Cost at each plan submittal stage for budgetary purposes.
10. The **ENGINEER** will apply for appropriate permits from the state and federal authorities that have proper jurisdiction over the proposed work. Fees required for said permits shall be paid for by the **OWNER** in addition to the fee specified in Paragraph E-1.
11. Right of way and easement descriptions, and right of way and easement acquisition services, when requested by the **OWNER**, may be provided by the **ENGINEER** at the standard hourly rates. This shall be in addition to the fee specified in Paragraph E-1.
12. Utility relocations are the responsibility of the **OWNER**. The **ENGINEER** will furnish to the **OWNER** a PDF set of preliminary plans for the **OWNER** to send to utility owners for identification of potential utility conflicts.
13. It is assumed plans will be developed for construction to occur in 2023. Delays in plan development due to reasons outside of the control of the **ENGINEER** shall not result in any penalty or liability to the **ENGINEER**.



C. Construction Contract Bid and Award

1. Bidding services are not included in this agreement but may be provided by the **ENGINEER** as a supplemental to this agreement if desired.

D. Construction Phase Services

1. Construction phase services are not included in this agreement but may be provided by the **ENGINEER** under a separate agreement.

E. Payment of Engineering Fee by OWNER to ENGINEER

1. For services outlined in Sections A and B, except as noted below, the **OWNER** agrees to pay the **ENGINEER** the **lump sum fee of \$80,000.00**. The Lump Sum Fee will be full compensation for the services noted in Sections A and B, including expenses such as equipment, travel, and printing.
2. The **ENGINEER** will bill monthly for services rendered based upon the estimated percent of the project completed at the time of billing, as estimated by the **ENGINEER**.
3. The **OWNER** will contract with a geotechnical engineer to obtain and test soil samples from the existing subgrade and provide a pavement design for the project. The cost of the geotechnical exploration and pavement design will be paid directly by the **OWNER**.
4. Change in Services. The services described in this proposal shall only be subject to modification or supplement upon the written agreement of the **OWNER** and **ENGINEER**. Any such modification in the services will be incorporated by supplemental agreement. At the time of such modification of services, equitable adjustment will be made by the parties in the time of performance and the compensation to be paid.
5. Any change of project scope, which involves additional field or office work by the **ENGINEER**, will be considered “**extra work**” by this agreement, and compensation will be at the hourly rate noted in Paragraph E-6.
6. “**Extra work**” required will be billed based on an hourly payroll cost plus a multiplier of **2.30** for employees specifically engaged on the required work.
7. Environmental documentation is not a part of this agreement.
8. Acquisition of right of way and easements, if needed, is assumed to be the responsibility of the **OWNER**. Right of way and easement descriptions, when requested by the **OWNER**, may be provided by the **ENGINEER** at the hourly rate noted in Paragraph E-6.
9. The fee specified in E-1 is based on final acceptance of the detailed plans within two years of the date of execution of the agreement. After that date, the fee specified may be open for renegotiation.



The three-page attachment “Exhibit A: Terms and Conditions” shall be considered an integral part of this agreement.

Receipt of a signed agreement serves as the Notice to Proceed for the **ENGINEER** to begin work on the project.

IN WITNESS WHEREOF, said parties have caused this agreement to be signed by their duly authorized officers.

OWNER

City of Winfield, Kansas
200 E. 9th Avenue
Winfield, KS 67156

By: _____

Title: _____

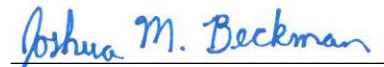
Attest:

By: _____

Title: _____

ENGINEER

Kirkham, Michael & Associates, Inc.
217 N. Douglas Ave.
Ellsworth, Kansas 67439

A handwritten signature in blue ink that reads "Joshua M. Beckman". The signature is written in a cursive style with a horizontal line underneath it.

Joshua M. Beckman, P.E.
Vice President

Attachments: Exhibit A – Terms and Conditions (3 pages)

Cc: File

Exhibit A



General Terms and Conditions

1. AUTHORIZATION TO PROCEED

Signing of the accompanying agreement for engineering and related services shall be authorization by the client for Kirkham Michael & Associates, Inc. (Kirkham Michael) to proceed with the professional services described, unless otherwise stated in the agreement form.

2. DEFINITION

These mutually agreed covenants which include as a minimum the attached written proposal (Proposal) including a Scope of Services and these General Terms and Conditions constitute the "Agreement." This Agreement defines the relationship between the Client as identified in the Proposal and Kirkham Michael for the Project as defined in the Proposal. The professional services of Kirkham Michael shall include services performed by employees of Kirkham Michael, its affiliates, subsidiaries, independent professional associates, consultants and subconsultants.

3. STANDARD OF PRACTICE AND ABSENCE OF WARRANTY

Services performed by Kirkham Michael under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in the agreement or in any report, opinion, document, or otherwise. All estimates, recommendations, opinions, and decisions of Kirkham Michael will be made upon the basis of the information available to Kirkham Michael and Kirkham Michael's experience, technical qualifications, and professional judgment. Kirkham Michael makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Kirkham Michael's services.

Client expressly acknowledges that subsurface conditions may vary at locations other than at a particular location where borings, explorations, surveys and samplings are made, and that the data interpretations and recommendations of Kirkham Michael are based solely upon information available to Kirkham Michael. Client also acknowledges that Kirkham Michael shall not be responsible for interpretations by others of the information developed. All data obtained during investigative phases are subject to confirmation of conditions encountered during subsequent phases of the Project. Client recognizes that the scope of services under this Agreement is limited by Client's available budget and schedule and those additional services may yield more accurate and reliable information regarding conditions at or near the site.

4. PROJECT SITE AND RIGHT OF ENTRY

Client shall furnish or cause to be furnished to Kirkham Michael all documents and information known to CLIENT that relates to the identity, location, quantity, nature or characteristics of any hazardous waste at, on, or under the site. In addition, Client shall furnish and pay for such other reports, aerial photographs, data, studies, drawings, specifications, documents, and other information regarding surface and subsurface site conditions, which will be required by Kirkham Michael for performance of its services. Kirkham Michael shall be entitled to rely upon documents and information provided by Client in performing the services required under this Agreement; however, Kirkham Michael assumes no responsibility or liability for the accuracy or completeness of said documents and information. Client provided documents will remain the property of Client.

Kirkham Michael will not direct, supervise or control the work of contractors or their subcontractors. Kirkham Michael's services do not include a review or evaluation of a contractor's (subcontractor's) safety measures.

Kirkham Michael shall be responsible only for its activities and those of its employees on any site. Neither the professional activities nor the presence of Kirkham Michael, its employees, or its subconsultants on a site shall imply that Kirkham Michael controls the operations of others; nor shall this be construed to be an acceptance by Kirkham Michael of any responsibility for Project site safety.

Client shall provide right of entry for Kirkham Michael personnel, Kirkham Michael subconsultants and all equipment and vehicles necessary to perform services. Kirkham Michael will take reasonable measures to minimize damage to property; however, Client understands that some damage may occur and the cost of repair of such damage will be borne by the Client.

Client understands that Client will be responsible for designating the location of below grade structures, foundations, utilities and other subterranean obstacles. Kirkham Michael will take reasonable effort to avoid damage to these items. In the event these items cannot be located, Kirkham Michael, by Client written authorization, at Client's cost, will deploy feasible locating methods and employ specialty "dig up" crews to confirm locations. However, Client agrees to hold Kirkham Michael harmless for damages to or damages caused by any subsurface or subterranean utilities or structures which are not correctly located by Client or which Kirkham Michael could not locate using a reasonable standard of care.

5. INVOICING AND PAYMENT

The Client, recognizing that timely payment is a material part of the consideration of this agreement, shall promptly pay Kirkham Michael for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Kirkham Michael on a monthly basis and shall be due and payable upon receipt. The Client shall pay an additional charge of one and one half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower,) of the invoiced amount per month for any payment received by Kirkham Michael more than thirty (30) calendar days from the invoice date. Payment thereafter shall first be applied to accrued interest and then to principal unpaid amount.

If the Client for any reason fails to pay the undisputed portion of Kirkham Michael's invoices within thirty calendar days from the invoice date, Kirkham Michael may cease work on the project and the Client shall waive any claim against Kirkham Michael and shall defend and indemnify Kirkham Michael from and against any claims for injury or loss stemming from Kirkham Michael's cessation of services. Client shall also pay Kirkham Michael the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization and shall renegotiate appropriate contract terms and conditions such as those associated with the budget, schedule or scope of services.

Unless the specific provisions of Proposal provide otherwise or the Current Year Schedule of Fees is not incorporated, then payment under this Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense or per diem), and the provisions of the following sub-paragraphs shall apply:

a. The minimum time segment for billing field work is four (4) hours. The minimum time segment for billing work performed at an office is one-half (1/2) hour.

b. Project subcontracts (e.g. drilling, trenching, special testing, surveying, etc.) will be billed at cost plus 15% for handling and administration.

c. Other direct costs, excluding travel and subsistence, are payable at actual documented cost plus 10% for handling and administration. This shall include such items as shipping, communication, printing and reproduction, computer services, supplies and equipment, and equipment items rented from commercial sources. Travel and subsistence expenses of personnel when on business connected with the Project are reimbursable at cost plus 10%. The use of reusable field and support equipment owned by Kirkham Michael will be billed at negotiated rates. In the event that equipment does not have a current rate, a daily rate of 2% of purchase price of equipment will be used.

d. When applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task or phase. Analyses performed in Kirkham Michael or Kirkham Michael's subconsultants' laboratories will be billed on a unit-cost-per-analysis basis, unless specified otherwise in the accompanying Proposal (Scope of Services).

Exhibit A



General Terms and Conditions

e. Invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense, but not actual documentation. If requested by Client, documentation will be supplied at the cost of providing such documentation, including labor and copying costs.

6. CHANGES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute Kirkham Michael's estimate to perform the services required to complete the Project as Kirkham Michael understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the Project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. Kirkham Michael will inform CLIENT of such situations so that negotiation and compensation can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made, and the Agreement modified accordingly. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of either party's obligations results from any cause beyond either party's reasonable control and without either party's negligence.

7. LIMITATION OF LIABILITY

Kirkham Michael's liability is limited to amount of Kirkham Michael's compensation or the amount of fifty thousand dollars (\$50,000) whichever is less. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Kirkham Michael and Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, and any of them, to Client and anyone claiming, by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kirkham Michael or Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, or any of them, shall not exceed the total compensation received by Kirkham Michael under this Agreement.

8. INSURANCE

Kirkham Michael agrees to purchase, at its own expense, Workers' Compensation Insurance and Comprehensive General Liability Insurance and will upon request, furnish insurance certificates to Client. Kirkham Michael agrees to indemnify Client for the claims covered by Kirkham Michael's insurance subject to the limitation of liability contained in Section 7. Kirkham Michael agrees to purchase additional insurance if requested by Client (presuming such insurance is reasonably available from carriers acceptable to Kirkham Michael), provided the costs for additional insurance are reimbursed by Client.

9. INDEMNIFICATION

Client and Kirkham Michael each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Kirkham Michael, they shall be borne by each party in proportion to its negligence.

10. CONSEQUENTIAL DAMAGES

The Client shall not be liable to Kirkham Michael and Kirkham Michael shall not be liable to the Client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of

this fault or whether it was committed by the Client or Kirkham Michael, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

11. TERMINATION

Either party may terminate the Agreement, in whole or in part, fourteen (14) days after giving written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum," the final invoice will include all services and expenses associated with the Project up to the effective date of termination. Where method of payment is based upon cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs Kirkham Michael incurs relating to commitments that had become firm before termination, and for a reasonable profit for services performed.

12. GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the laws of the State of Kansas, unless mutually agreed in writing by Client and Kirkham Michael to be in accordance with the laws of the state where the Project is located.

13. DISPUTE RESOLUTION

Client and Kirkham Michael agree that as a prerequisite to the filing of a lawsuit or a demand for arbitration, they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

14. HAZARDOUS ENVIRONMENTAL CONDITIONS AND DISPOSAL OF CONTAMINATED MATERIAL

It is understood and agreed that Kirkham Michael is not, and has no responsibility as a handler, generator, treater, or storer, transporter, or disposer of hazardous or toxic substances found or identified at the Project site. It is acknowledged by both parties that Kirkham Michael's scope of services does not include any services related to the presence or discovery at the site of asbestos, PCBs, petroleum, hazardous waste, radioactive materials or any other hazardous material or toxic substance. Client acknowledges that Kirkham Michael is performing professional services for Client and Kirkham Michael is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at the Project site.

15. CONFIDENTIALITY

Kirkham Michael shall maintain as confidential and not disclose to others without Client's prior written consent all information obtained from Client that was not otherwise previously known to Kirkham Michael or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (1) is published or comes into the public domain through no fault of Kirkham Michael, (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction.

Client agrees that Kirkham Michael may use and publish Client's name and a general description of Kirkham Michael's services with respect to the Project in describing Kirkham Michael's experience and qualifications to other Clients or potential Clients.

Exhibit A



General Terms and Conditions

16. OWNERSHIP OF DOCUMENTS, RE-USE OF DOCUMENTS AND USE OF ELECTRONIC MEDIA

All documents including drawings and specifications prepared or furnished by Kirkham Michael (and Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants) pursuant to this Agreement are instruments of service in respect of the Project, and Kirkham Michael shall retain an ownership and property interest therein, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others as extensions of the Project or on any other project. Any Client re-use without written verification or adaptation by Kirkham Michael for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Kirkham Michael or Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting there from. Any such verification or adaptation will entitle Kirkham Michael to further compensation at rates to be agreed upon by Client and Kirkham Michael.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Kirkham Michael. Files in electronic media format or text, data, graphic or other types that are furnished by Kirkham Michael to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Kirkham Michael makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Kirkham Michael at the time electronic files were furnished to the Client.

17. CONTROLLING AGREEMENT

These General Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding Kirkham Michael's services. If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

These General Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause. This Agreement between Client and Kirkham Michael shall pertain only to the benefit of the parties hereto, and no third party shall have rights hereunder.

18. OPINIONS OF PROBABLE COST

Opinions of probable cost, cost estimates, and construction cost estimates provided herein are made based upon Kirkham Michael's experience and qualifications as professional engineers. However, since Kirkham Michael has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or other market conditions, any opinions of cost shall be accepted by Client subject to Paragraph 3 of these General Terms and Conditions.

In the event Client desires a level of accuracy of an estimate which establishes cost ceilings or detailed cost component analyses, Kirkham Michael will upon written authorization from Client secure the services of a specialized cost estimating and analyzing firm acceptable to Client. The Client shall agree to the payment of additional compensation as required.

19. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by Kirkham Michael, it is understood that the Contractor, not Kirkham Michael is responsible for the construction of the project, and that Kirkham Michael is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Kirkham Michael understands that the Client has sole right to decide whether to engage Kirkham Michael for Construction Phase Services. In the event the Client chooses to not include Kirkham Michael in Construction Phase Services, the Client shall be solely responsible for interpreting the Contract Documents and observing the Work of the Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If the Client authorizes deviations, recorded or unrecorded, from the documents prepared by Kirkham Michael, the Client shall not bring any claim against Kirkham Michael and shall indemnify and hold Kirkham Michael, its agents and employees harmless from and against any claims, losses, damages and expenses, including but limited to defense costs and time of Kirkham Michael professionals, to the extent such claim, loss, damage or expense arises out such deviations.

20. PROPRIETARY DATA

The technical and pricing information contained in the accompanying Proposal or this Agreement is to be considered Confidential and Proprietary, and is not to be disclosed or otherwise made available to third parties without the express written consent of Kirkham Michael.



Request for Commission Action

Date: February 17, 2022

Requestor: Taggart Wall, City Manager

Action Requested: Approval of Lease Agreement with Capper Foundation for use of space at Meyer Hall.

Analysis:

In 2019, Capper Foundation gave the City notice that they did not intend to renew their 20 yr. lease when it expired Dec. 31, 2019. By the time fall got here, it was their request to ask for a one-year extension of the existing lease. That was approved by the governing body and lasted thru Dec. 2020. During that time staff met with Capper officials and expressed a desire to continue our long-term partnership for the use of the space and for Capper to remain in Winfield. We communicated that a year-to-year lease was not desirable. At the same time, Capper and the City identified facility needs that were to be addressed in 2021. Another one-year extension was made for 2021.

The City detailed that to move forward with such large-scale improvements, the lease would need to be negotiated fully and a longer term of at least five years was desirable. In July 2021, lease negotiations began and those concluded in January of 2022. The new lease increased rent, re-evaluated utilities and established a five-year term with three options of five years each. An automatic rent escalator is included in the renewal options.

Fiscal Impact: The lease rate is an increase of approximately \$30,000 per year. Utilities in the lease were renegotiated to reflect historical average use by Capper at the facility.

Attachments: Lease

A RESOLUTION

AUTHORIZING and directing the City Manager and Clerk of the City of Winfield, Kansas, to execute a Lease agreement by and between the City of Winfield, Kansas and Capper Foundation for office space at Meyer Hall.

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 Lease agreement by and between the City of Winfield, Kansas as Lessor, and Capper Foundation. as Lessee, for office space at Meyer Hall, 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 passage and approval.

ADOPTED this 22nd 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

LEASE AGREEMENT

This LEASE AGREEMENT, hereinafter referred to as this "Lease," dated as of the 1st day of January, 2022 (the "Effective Date"), by and between Capper Foundation ("Capper") as Lessee and the City of Winfield, Cowley County, Kansas (the "City") as Lessor. Capper and the City are at times collectively referred to herein as the "Parties."

WHEREAS, Capper is a not-for-profit provider of services to clients with disabilities and special needs;

WHEREAS, the City owns a building known as Meyer Hall at Baden Square, located at 1500 E. 8th Avenue in Winfield, Kansas (the "Building"); and

WHEREAS, Capper currently uses and occupies certain leased space within the Building and desires to continue its use and occupancy of space within the Building under the terms of a new lease with the City.

NOW, THEREFORE, in consideration of the mutual promises and covenants as set forth herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Premises.** The City hereby leases to Capper, and Capper hereby leases from the City, certain space within the Building (the "Premises") as delineated in the Building floorplan attached hereto and incorporated herein as **Exhibit A**, on the terms and conditions set forth herein. The total area of the Premises is approximately 9,665 square feet, which includes approximately 6,967 square feet of space on the First Floor and approximately 2,698 square feet of space on the Second Floor.
2. **Storage.** The City shall provide Capper with storage/work space in the maintenance shop, as delineated in Exhibit A. In addition, Capper may use unoccupied space for storage and other temporary uses in the east wing of the Second Floor of the Building. Storage/work space used by Capper is subject to surrender upon thirty (30) days' written notice by the City. Capper's use of storage/work space shall be subject to the insurance and liability provisions of paragraph 9 of this Lease.
3. **Initial Term and Renewal Options.** The initial term of this Lease shall commence on January 1, 2022, and shall expire on December 31, 2027. Provided that Capper is not in default of this Lease, Capper shall have the option to renew this Lease for three (3) additional five (5) year terms on the same terms, covenants and conditions as set forth herein; provided, however, that rents payable for each renewal term shall be adjusted by a percentage equal to the sum of inflation during the previous term measured by the percentage change in the applicable Consumer Price Index published by the United States Bureau of Labor. Notwithstanding the foregoing, however, the rent adjustment for any renewal term shall not exceed five percent (5%) of the rent payable during the prior term. Capper agrees to provide the City written notice of its desire to exercise a renewal option at

least six (6) months prior to the expiration date of the then active term. In the event Capper does not provide such notice, the City will provide Capper a written reminder of its right to exercise the renewal option. If Capper does not provide written notice to the City of its desire to exercise its renewal option within ten (10) days after receiving the City's written reminder, the renewal option shall become null and void.

4. **Rents.** During the initial term of the Lease, Capper shall pay the sum of \$101,482.50 per year in twelve (12) equal monthly installments of \$8,456.88, commencing on January 1, 2022, which payments shall be due on or before the 5th day of each month. Rent payable under the Lease will be adjusted for any renewal term in accordance paragraph 3 of this Lease. Monthly payments not made within twenty (20) days of the due date shall be cause for notice of default under paragraph 18 of this Lease.

5. **Right of First Refusal.** The City shall notify Capper in writing of its intent to lease unoccupied space within the Building at least sixty (60) days prior to signing a lease with any other tenant or any City-operated department or affiliated organization. Capper will have the right of first refusal and will be given the option of leasing the identified space under the terms of this Lease. Capper shall have fifteen (15) days to exercise its option upon receipt of the City's notice.

6. **Utilities.**

- (a) The City shall bill Capper on a monthly basis for utilities, subject to the respective service charge rates as adopted by the City in the Winfield City Code.
- (b) Capper shall pay for the cost for all utilities to the Premises, including electricity, gas, water, refuse, and sewer at the following set usage rates:

| | |
|-------------|---|
| Electricity | 149,408 kWh per year |
| Gas | 5,430 CCF per year |
| Water | 37,000 gallons per year |
| Refuse | 1/2 of the fees for a 6 cubic-yard-container to be picked up three times a week |
| Sewer | 37,000 gallons per year |

(c) If annual usage of electricity, gas, or water exceed the respective set usage rate described above by 2% or more for such utility or utilities, the following rates—with x being the total actual usage amount—shall be applied to such amount in excess:

(1) Electricity: $(x - 149,408) * 0.39 = \text{Adjusted Annual Electricity Usage}$

(2) Gas: $(x - 5,430) * 0.45 = \text{Adjusted Annual Gas Usage}$

(3) Water: $(x - 37,000) * 0.45 = \text{Adjusted Annual Water Usage}$

7. **Possession**. The City agrees that Capper shall have peaceful use and possession of the Premises and shall take reasonable and necessary steps to ensure that Capper's use and possession are not disturbed while the Lease is in place.

8. **Non-Discrimination**. The Parties shall not discriminate against anyone on the basis of race, color, sex, age, national origin, or disability.

9. **Liability and Insurance**.

(a) Capper shall save and hold the City harmless from any and all losses sustained by Capper on account of any suit, judgment, execution, claim or damage of any kind whatsoever resulting from its use of the Premises under this Lease, and Capper shall cause to be defended at its own expense all actions that may be commenced against the City in connection with the same. The provisions of this paragraph shall not apply to any acts or omissions of the City, its employees, agents, invitees, licensees, or contractors.

(b) The City shall obtain and maintain fire and extended coverage benefits for the Building and the contents owned by the City, as well as commercial general liability insurance.

(c) Capper agrees to obtain and maintain commercial general liability insurance with statutory limits not less than \$500,000.00 for each occurrence; \$500,000.00 for personal and/or advertising injury limit; \$1,000,000.00 for products & completed operations aggregate; and \$1,000,000.00 general aggregate, with the City named as additional insured. Said insurance will be carried with an insurance company that has a recognized national rating acceptable to the City and is licensed to do business in the State of Kansas. All policies of insurance shall provide at least thirty (30) days prior written notice of cancelation or any changes of insurers to the City. See Certificate of Insurance, attached as **Exhibit B**. The City waives any and all rights of recovery against Capper, or against the officers, employees, agents or representatives of Capper, for property damage caused by the acts of Capper or others under its control for such loss or damage to the Building. In addition, Capper waives any and all rights of recovery against the City for property damage caused by the acts of City or others under its control for such loss or damage. Both parties also agree to formally notify their respective insurers of this Lease. It is Capper's

responsibility to insure its own property and improvements to the Premises. Neither Party waives any right it may have against third parties whether under their control or not for property damage caused by acts of said third parties. The parties acknowledge that additional construction of the Building could occur after Capper takes possession of the Premises, and Capper does not waive its right to seek redress from any party for property damage related to such additional construction.

10. **Tenant Alterations and Improvements.** Any subsequent improvements or alterations to the Premises initiated by Capper shall be the full responsibility of Capper, and Capper shall bear the cost and obligation for payment for any such alterations or improvements. Capper shall insure that no liens result or attach to the Building as a result of any such alterations or improvements.
11. **Maintenance.** The City shall maintain in good condition the Building and exterior grounds, and shall be responsible for maintenance and repairs to the exterior walls, load bearing elements, foundations, roofs, columns, floors, and other structural elements. Capper shall be responsible for maintenance of the Premises and any costs associated with subsequent repairs or renovations initiated by Capper; provided, however, that the City shall be responsible for all repairs due to reasonable wear and tear.
12. **Prohibited Uses.** Capper agrees to comply with all laws, regulations, rules, orders and ordinances pertaining to its possession, use and occupancy of the Premises now existing or hereinafter enacted or promulgated by Federal, State, County or other Governmental authorities with valid jurisdiction and to pay all costs, expenses, penalties, and claims arising out of its noncompliance therewith. Capper will not engage in any unlawful conduct on the Premises; nor will it commit any act or omission which would cause any policy of insurance on the Building to be canceled or annulled or subject the City to criminal prosecution or suit for damages by any person or corporation. Such conduct, activity or omission on the part of Capper will be reason for immediate termination of the Lease.
13. **Subletting and Assignment.** Capper shall not sublet any part of the Premises or assign the Lease, in whole or in part, without the written consent of the City. The City agrees that such consent shall not be unreasonably withheld.
14. **Care and Cleaning.** Capper shall be responsible for the care, cleaning and any janitorial services for the Premises and the "Common Areas" designated in Exhibit A. The City shall reimburse Capper at a rate of \$550 per month for said care, cleaning and janitorial services. Further, Capper agrees to vacate the Premises upon expiration or termination of the Lease and to deliver the Premises to the City in good order and repair, reasonable wear and tear and damage by elements excepted.
15. **Access.** The City shall establish a policy for the issuance of keys to access the Building, and Capper shall abide by the terms of said policy. Such policy may be amended from time to time, but any policy or amendment shall ensure that Capper has full access to the Premises at all times.

16. **City's Right of Entry.** The City Manager or his/her designee may enter the Building at any reasonable time for the purpose of ensuring compliance with the terms and conditions of the Lease or to perform necessary maintenance and repairs.

17. **Default.** In the event Capper commits a material violation of the covenants and provisions of the Lease, or fails to make the required rent payments in accordance with paragraph 4 of the Lease, the City may, at its option, give written notice of default to Capper specifying the basis for the default. If the specified default is not cured within thirty (30) days after the notice of default is given, the City may declare the Lease at an end, and Capper shall forthwith deliver possession of the Premises to the City.

18. **Delivery of Premises.** Upon expiration or termination of this Lease, Capper will within a reasonable time remove all personal property of any kind or character placed by it in the Building.

19. **Condemnation/Damage.** Should the Premises or any part thereof be condemned, damaged or injured by fire or other casualty so that it is unusable by Capper for its operations, the City will, at the City's option, promptly repair or rebuild the Premises. If the City elects not to repair or rebuild the Premises, Capper may terminate the Lease, and the parties will adjust the rent accordingly.

20. **Notice.** Whenever it is required or contemplated by the Lease that notice or other written communication be provided by either party, such notice or other written communication shall be provided by hand delivery or by United States Mail, return receipt requested, postage prepaid, addressed to:

To the City at: City of Winfield
 Attn City Manager
 P.O. Box 646
 Winfield, KS 67156

To Capper at: Capper Foundation
 Attn: President & CEO
 3500 SW 10th Avenue
 Topeka, KS 66604-1904

21. **Successors in Interest.** This Lease shall be binding upon and shall inure to the benefit of the City, Capper, and their respective successors and assigns, subject to the limitations set out in paragraph 13 herein.

22. **Merger.** This Lease is the final and exclusive statement of the parties' agreement on the matters contained in this Lease. It supersedes all previous negotiations and agreements.

23. **Severability.** If any provision of this Lease is illegal or unenforceable, that provision is severed from this Lease and the other provisions remain in force.


24. Counterparts. The parties may execute this Lease in counterparts, each of which constitutes an original, and all of which collectively constitute only one document. The delivery of an executed counterpart signature page by facsimile or PDF is as effective as delivering this Lease in the presence of the other party to this Lease.

25. Amendments. The parties may amend this Lease only by written agreement that identifies itself as an amendment to this Lease executed by both parties.

26. Choice of Law. This Lease shall be given effect and construed by application of the laws of the State of Kansas, and any action or proceeding that should arise under this Lease shall be brought in a court of competent jurisdiction in the State of Kansas.

To evidence the parties' agreement to this Lease, the parties have executed and delivered this Lease as indicated by the date stated within that party's signature block, but this Lease is effective as of January 1, 2022.

Capper Foundation



Name: Zachary K. Allen

Title: President & CEO

Date: 2-11-22

City of Winfield, Kansas

Taggart Wall, City Manager

Date: _____

State of Kansas

County of Shawnee

Signed before me on February 11, 2022, by Zachary K Ahrensas President + CEO
of Capper Foundation.



(Official Stamp)

Annette M. Romick
(Signature of Notarial Officer)

State of Kansas

County of _____

Signed before me on _____, 2022, by Taggart Wall as City Manager of the City
of Winfield, Kansas.

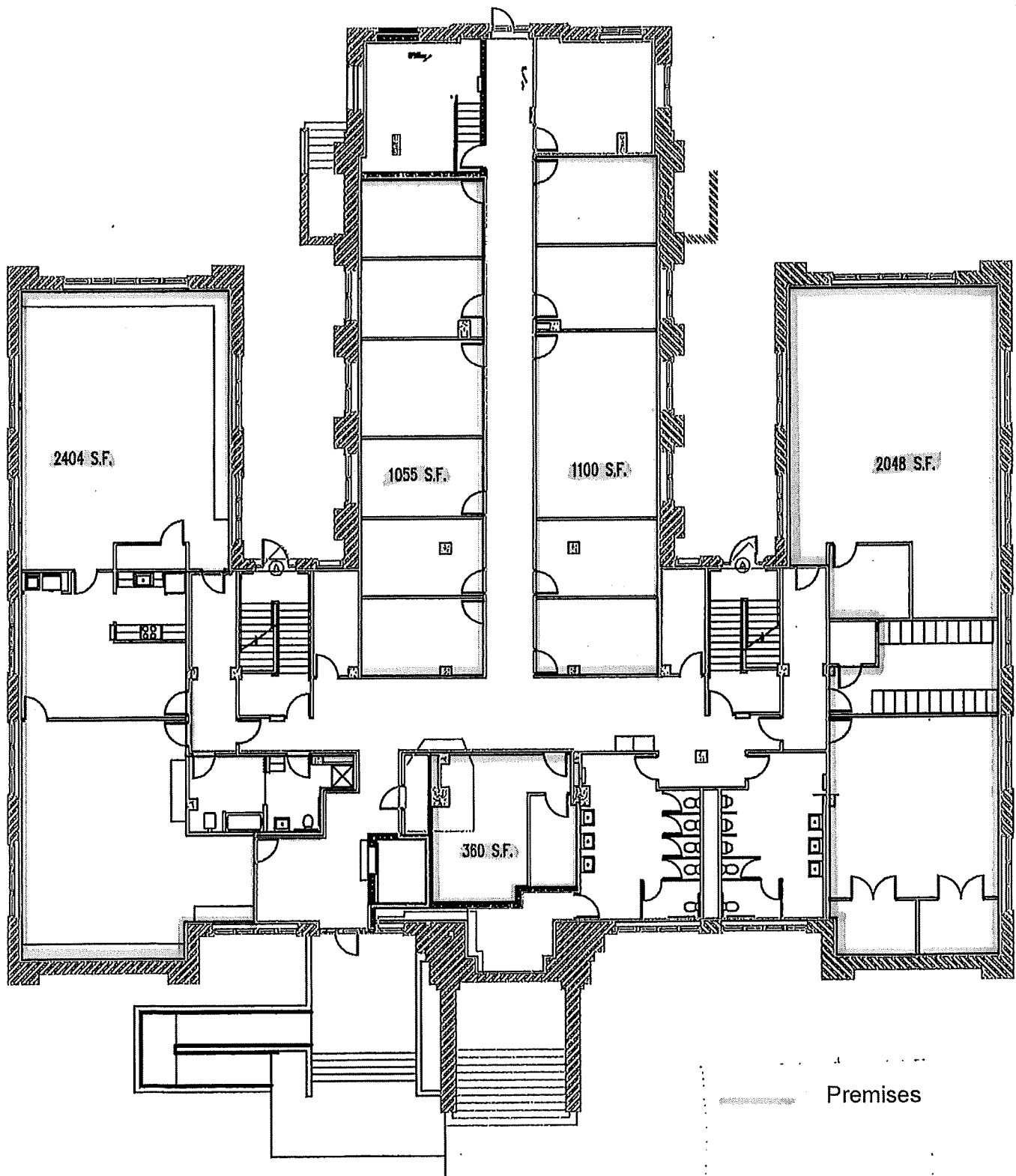
(Official Stamp)

(Signature of Notarial Officer)

ATTEST:

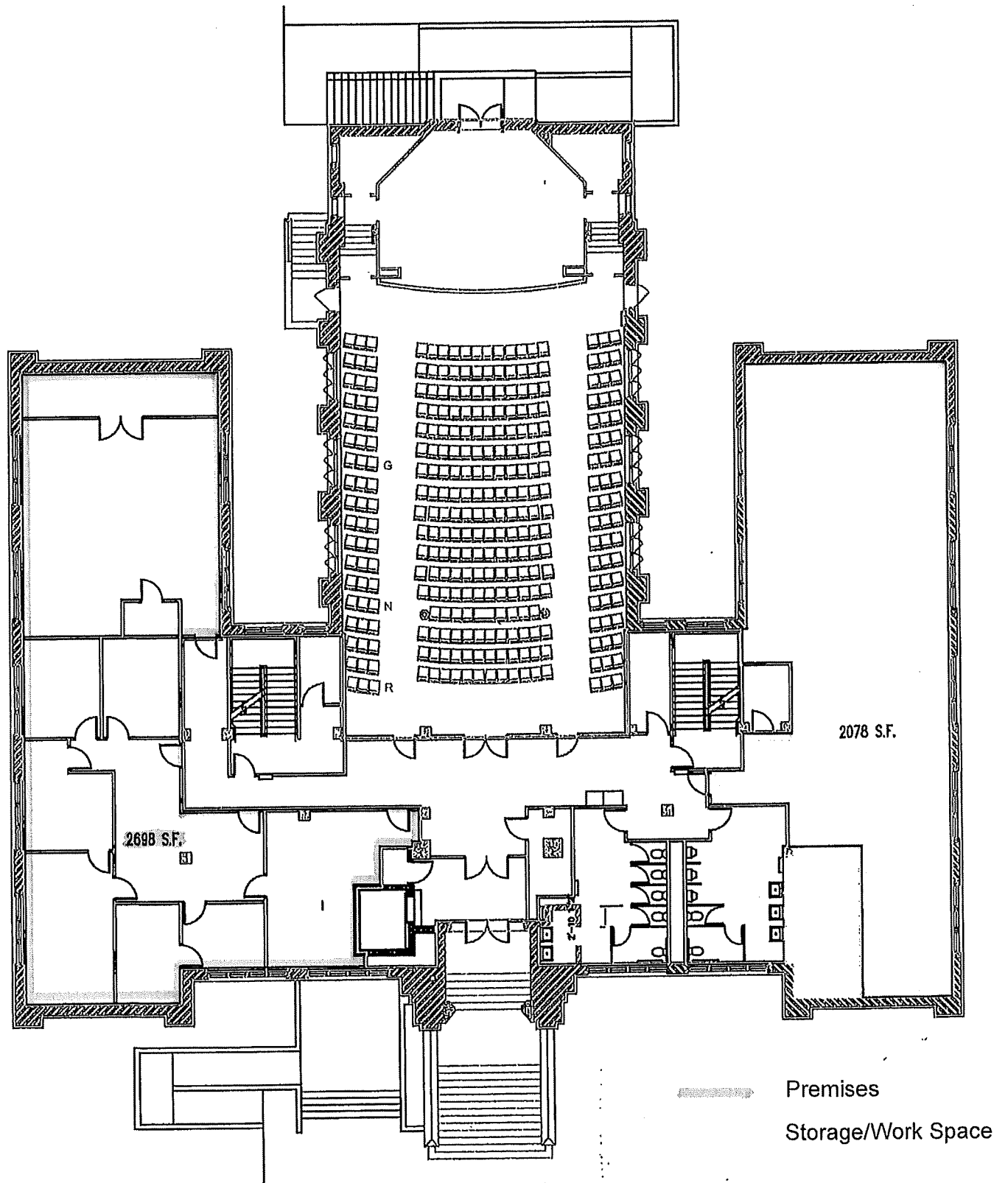
Brenda Peters, City Clerk

Exhibit A



First Floor Plan

Exhibit A



Second Floor Plan

Exhibit B

Page 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|--|
| PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA | CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com | |
| | INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: Accident Fund General Insurance Company INSURER C: INSURER D: INSURER E: INSURER F: | |
| INSURED Capper Foundation 3500 SW 10th Avenue Topeka, KS 666041904 | NAIC# 18058 12304 | |
| | | |

COVERAGES

CERTIFICATE NUMBER: W21569842

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADD'L SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|---------------------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | Y | PHPK2293525 | 07/01/2021 | 07/01/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eg occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | PHPK2293525 | 07/01/2021 | 07/01/2022 | COMBINED SINGLE LIMIT (Eg accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | PHUB774452 | 07/01/2021 | 07/01/2022 | EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | 2000034437 | 07/01/2021 | 07/01/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Professional Liability | | PHPK2293525 | 07/01/2021 | 07/01/2022 | Limit: \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Winfield is included as an Additional Insured as respects to General Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Winfield
 Attn: City Manager's office
 PO Box 646
 Winfield, KS 67156

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Request for Commission Action

Date: February 17, 2022

Requestor: Taggart Wall, City Manager

Action Requested: Authorizing the Mayor and City Clerk to execute a development agreement for development of Stonebrook Subdivision, a residential subdivision.

Analysis:

As discussed for many months, staff has completed negotiations with a developer for a proposed multi-unit development. The agreement sets forth the sale of certain city property, developer requirements and certain incentives. The agreement is subject to final platting approval and demonstrated financial ability by the developer.

On 2/14/2022, the Planning Commission recommended to the Governing Body the re-zoning of certain land from R-3 (high density residential) to PUD (planned unit development). This change will allow the developer maximum flexibility for land use within the zoning regulations—subject to Planning Commission and City Commission approval.

The Planning Commission also recommended approval to the Governing Body for the preliminary platting of the Stonebrook Subdivision. The developer has applied for final platting to be considered in March.

The proposed development includes 203 apartments.

Housing is the “number one priority” identified in the City’s Comprehensive Plan. In the plan, 72% of respondents indicated that the City should invest more resources in attracting residential development.

Fiscal Impact: The development includes the provision of utilities at the expense of the developer. The City has offered a 7 year, 90% tax abatement and sales tax exemption through the issuance of IRBs for the project as well as the creation of a Community Improvement District, at the developer’s request, to allow for the levying of special assessments and the issuance of developer backed special obligation notes. The agreement calls for no less than 150 apartment units to be completed or \$1,000 per unit paid by the developer to the City for every unit less than that.

Attachments: Development Agreement

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an agreement between the City of Winfield, Kansas and Petra Development, LLC, for providing the sale, development and utility improvements for Stonebrook Subdivision, a residential development.

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

Section 1. The Mayor and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute an agreement between the City of Winfield, Kansas and Petra Development, LLC, for providing the sale, development and utility improvements for Stonebrook Subdivision, a residential development, 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 22nd 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

DEVELOPMENT AGREEMENT

Between the

CITY OF WINFIELD, KANSAS

And

PETRA DEVELOPMENT, LLC.

February XX, 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”), is made and entered into as of February, 2022 (the “**Effective Date**”), by and between the **CITY OF WINFIELD, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”), and **PETRA DEVELOPMENT LLC**, a Kansas limited liability company (“**Developer**”), (the Developer and the City are collectively referred to as the “**Parties**” and each a “**Party**”).

RECITALS

A. The City owns a certain parcel of land in the City located adjacent to the intersection of 19th Ave and Bliss St., Winfield, Kansas, more particularly described on **Exhibit A** attached hereto.

B. The City previously made improvements, together with Bliss Developments, LLC, to an adjacent parcel located at the same site.

C. The City wishes to sell a certain Parcel for development and the Developer wishes to purchase and develop the Parcel with no less than 150 apartment units, together with adjacent property following replatting, pursuant to the terms of this Agreement.

D. The City deems it necessary and in the best interest of the City to have required infrastructure improvements constructed in accordance with the policies and requirements of the City.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

PROPERTY PURCHASE

1. City agrees to provide a quit claim deed to Developer for Parcel A, as defined below, upon approval by the Governing Body of the final plat for the New Parcel as defined herein. Conditions for transfer of deed shall include documentation, reasonably satisfactory to the City, that the Developer has secured a loan commitment from a qualified credit facility for construction financing of the whole of the development including no less than 150 apartment units and associated and required improvements to the site including internal street/parking paving and utilities and a letter of credit for Special Assessments for previous improvements. The performance of the development shall be assessed on December 31, 2024 and if less than 150 apartment units have been issued a certificate of occupancy at that date, Developer shall immediately pay City \$1,000 per apartment unit for every unit less than a total of 150 units.

The parcel, “Parcel A” subject to the Purchase Contract is legally described as follows:

Lots 4 though 14, Block A, along with all of the right-of-way of Devin Ann Drive and the South 236 feet of the right-of-way of Elaine Drive, all in Stonebrook Addition to the City of Winfield, Cowley County, Kansas.

- a. The property is to be replatted, together with another parcel, "Parcel B" legally described as below, creating a new parcel, "New Parcel", as determined by the platting and subdivision regulations subject to approval by the Planning Commission and the Governing Body of the City.

- i. Parcel B is legally described as follows:

Lots 1 through 3 and Lots 15 through 17, Block A, Stonebrook Addition to the City of Winfield, Cowley County, Kansas.

- b. The Developer agrees to provide all necessary engineering, surveying, studies and professional services for the replatting of Parcel A and Parcel B into the New Parcel for the development.

2. **Previous Special Assessments.** The Developer assumes Special Assessments for previous improvements to Parcel B, through purchase by others. The Developer shall through an established bank or financial institution, as approved by the City, establish a line of credit, escrow account or other acceptable form, and have the financial institution provide to City a letter of credit in sufficient amount to cover the cost of the first two years of Special Assessments. The amount required shall be twenty-five thousand dollars (\$25,000.00). The letter of credit shall be furnished to City by the bank or financial institution prior to the transfer of the deed via quitclaim from the City to Developer.

- a. Letter of credit shall be released by action of the Building Official for the City issuing an occupancy permit for an apartment building on the New Parcel. Letter of credit held with no occupancy permit issued at the New Parcel shall not be released until the Special Assessments are paid in full. Should Special Assessments become delinquent for a period of one calendar year, City may redeem letters of credit for unpaid special assessments against applicable parcel(s).

3. **Property Reversion.** Should Development not be under contract for construction by December 31, 2022, with reasonable construction start pending, as acceptable to the City, the New Parcel, together with the special assessments previously established for improvements to Parcel B, shall revert to the City. No other compensation or liability shall be assumed by the City, including any special assessments related to a Community Improvement District.

UTILITY AND SITE IMPROVEMENTS TO "NEW PARCEL"

1. Developer agrees to provide necessary required improvements per the City of Winfield Subdivision, Zoning and Municipal Code and in accordance with the specifications of the City of Winfield and Kansas Department of Health and Environment.
 - a. Developer agrees to contract and pay for all costs with a licensed design professional for design of street paving/parking, sanitary sewer, stormwater drainage and water improvements. Developer will have plans prepared for construction, subject to approval of the City. Additional engineering services may include, but not limited to, engineering design, NPDES permit preparation, field staking, surveys, and any construction inspection. Also included shall be the cost of geotechnical testing, soil compaction testing, and quality assurance testing of all materials used in the improvement projects.

- b. Developer agrees to construct and pay for all costs of the installation of the street paving/parking, sanitary sewer, stormwater drainage and water improvements. Street paving/parking and stormwater drainage shall include necessary grading, concrete curb and gutter, asphaltic or concrete roadway surface on a stabilized base and drainage appurtenances within the subdivision and any internal street lighting. Sanitary sewer improvements shall include sewer main, manholes, wyers, risers, service to structure and other necessary appurtenances. Water improvements shall include water main, fire hydrants, valves, service lines, meters, service to structure and other necessary appurtenances.
 - i. Water improvements to the meter setting, shall become public assets including dedicated access utility easements within the development to the City's specification. The City agrees to accept maintenance on said improvements following date put in-service as acceptable to the City.
- c. Developer agrees to provide all necessary electric load data, to allow the City to provide all plans and specifications, as required. Plans and specifications for electric improvements shall be prepared by the City at no charge. Installation for underground electric utility improvements up to the meter setting shall be provided by the City. Developer agrees to pay for all associated installation costs and shall be billed for materials and labor/equipment at cost or other standard rates established by the City of Winfield. Fifty-percent of the value said materials will be due prior to procurement.
- d. Natural gas utility improvements are not part of this agreement and if requested by the Developer at a later date, mains shall be provided in a separate agreement. Current estimates are for main extension at \$9.00 per l.f. Each individual service shall be billed at a time and material basis, based upon City rates.

DEVELOPMENT OF "NEW PARCEL"

- 1. Developer will cause to be designed, engineered and constructed an apartment complex on New Parcel (the "**New Facilities**").
 - a. Developer will obtain all Governmental Approvals for the New Facilities and the New Facilities will conform to all approved plans for such improvements as provided in this Agreement, applicable building codes, City Ordinances and all other applicable rules and regulations. New Facilities shall include no less than 150 apartment units.
 - b. The Developer's capital investment in the New Facilities, including costs of improvements, will be greater than \$18,000,000.00.
 - c. The Developer will commence site work on the New Facilities no later than August 1, 2022.
 - d. Mass grading work of the New Facilities will be substantially completed no later than March 1, 2023.
 - e. No later than December 31, 2024, the Developer will cause the New Facilities to reach substantial completion and commence operating New Facilities including all

necessary requirements to be issued a Certificate of Occupancy from the City of Winfield Building Official.

2. **New Facilities Cost.** Subject to the approval by the City of the issuance of taxable industrial revenue bonds for purchase by the Developer or its lender, the Developer shall be solely responsible for and will pay all costs related to the New Facilities.
3. **City Review.** Upon reasonable advance notice, the Developer shall meet with the City to review and discuss the design and construction of the New Facilities to enable the City to monitor the status of construction and to determine that the New Facilities is being performed and completed in accordance with this Agreement.
4. **Construction Plans.** Upon approval of the preliminary plans and specifications, the Developer shall submit Construction Plans for the New Facilities for review and approval pursuant to the City Building Code. Construction Plans may be submitted in phases or stages. The Construction Plans shall be in sufficient completeness and detail, which shall be at least 30% complete, to show that construction will be in conformance with this Agreement. The Developer agrees that all construction, improvement, equipping, and installation work on the New Facilities shall be done in accordance with the Construction Plans, and this Agreement. The Developer will furnish to the City the number of copies of the Construction Plans as required by the City.
5. **Construction Permits, Approvals.** Before commencement of construction or development of any buildings, structures or other work or improvements as part of the New Facilities, the Developer shall secure or cause to be secured any and all permits and approvals which may be required by the City. Such permits and approvals may be obtained by Developer in phases corresponding to particular stages of construction. The City shall cooperate with and provide all usual assistance to the Developer in securing these permits and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law; except the City shall not be required to issue any such permits or approval for any portion of the New Facilities not in conformance with this Agreement.
6. **Land Use Restrictions.** The New Parcel A may be used for activities incidental to the intended operation of an apartment complex.
7. **Reversion.** Should Development not be under contract for construction by December 31, 2022, with reasonable construction start pending, as acceptable to the City, the New Parcel, together with the special assessments previously established for improvements to Parcel B, shall revert to the City. No other compensation or liability shall be assumed by the City, including any special assessments related to a Community Improvement District.

ECONOMIC DEVELOPMENT INCENTIVES

1. **Industrial Revenue Bonds.** The City declares an intent to issue, pursuant to K.S.A. 12-1740 *et seq.* (the “IRB Act”), industrial revenue bonds, in one or more series, to finance construction of the New Facilities, subject to satisfaction of the conditions set forth in this agreement.
 - a. **Sales Tax Exemption.** Pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the “Sales Tax Act”), particularly 79-3606(b) and (d) and other applicable laws, sales of

tangible personal property or services purchased in connection with construction of the New Facilities and financed with proceeds of the IRB's are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore. The City will apply to the State Department of Revenue for a sales tax exemption certificate upon the Developer's written acceptance of a letter of intent containing the City's conditions to the issuance of the Bonds.

b. **Property Tax Exemption.** Exemption of ad valorem property taxation with respect to property financed by the IRB's shall be requested by the Developer at a rate of no more than 90% for 7 years and granted by the City.

c. **Conditions of IRB Issuance.** The issuance of the IRB is subject to the satisfaction of the following:

- (i) the Developer's full compliance with the terms of this Agreement;
- (ii) the successful negotiation and sale of the Bonds to a purchaser, which shall be the Developer or a financial institution determined by the Developer and acceptable to the City (the "Purchaser"), which sale shall be the responsibility of the Developer and not the City;
- (iii) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the City, the Developer and the Purchaser;
- (iv) the obtaining of all necessary governmental approvals to the issuance of the Bonds; and the commitment to and payment by the Developer or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (1) expenses of the City and the City Attorney; (2) any placement fees and expenses; (3) all legal fees and expenses of Bond Counsel; and (4) all recording, filing fees and other expenses required by the IRB Act.

2. **Creation of Community Improvement District.** Developer declares an intent to request and the City declares an intent to create, pursuant to K.S.A. 12-6a26 *et seq.* (the "CID Act"), a community improvement district and levy special assessments against the Parcel, as required and requested, to finance, in part, construction of the New Facilities, subject to satisfaction of the conditions set forth in this agreement.

a. Pursuant to the provisions of K.S.A. 12-6a26 *et seq.* (the "CID Act"), and other applicable laws, the City will require Developer to pay all costs to seek, acquire and complete an issuance of special obligation notes or bonds for the financing of the construction of the New Facilities by an out-of-state issuer. No special obligation notes or bonds will be requested issued or required by the City for the New Facilities. The City shall complete a Tax Distribution Agreement or similar with applicable tax collecting entities to direct the collection of said district directly to the bond trustee.

IN WITNESS WHEREOF, the foregoing Agreement is executed this _____ day of _____, _____.

DEVELOPER

XXXXXX, Managing Member

STATE OF KANSAS, COWLEY COUNTY, SS.

On this _____ day of _____, 2022, before me a notary public in and for said county and state, personally appeared _____ to me known to be the person named in and who executed the foregoing instrument, and duly acknowledged the execution thereof.

Notary Public

My commission expires:

CITY

Ronald E. Hutto, Mayor

Attest:

Brenda Peters, City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

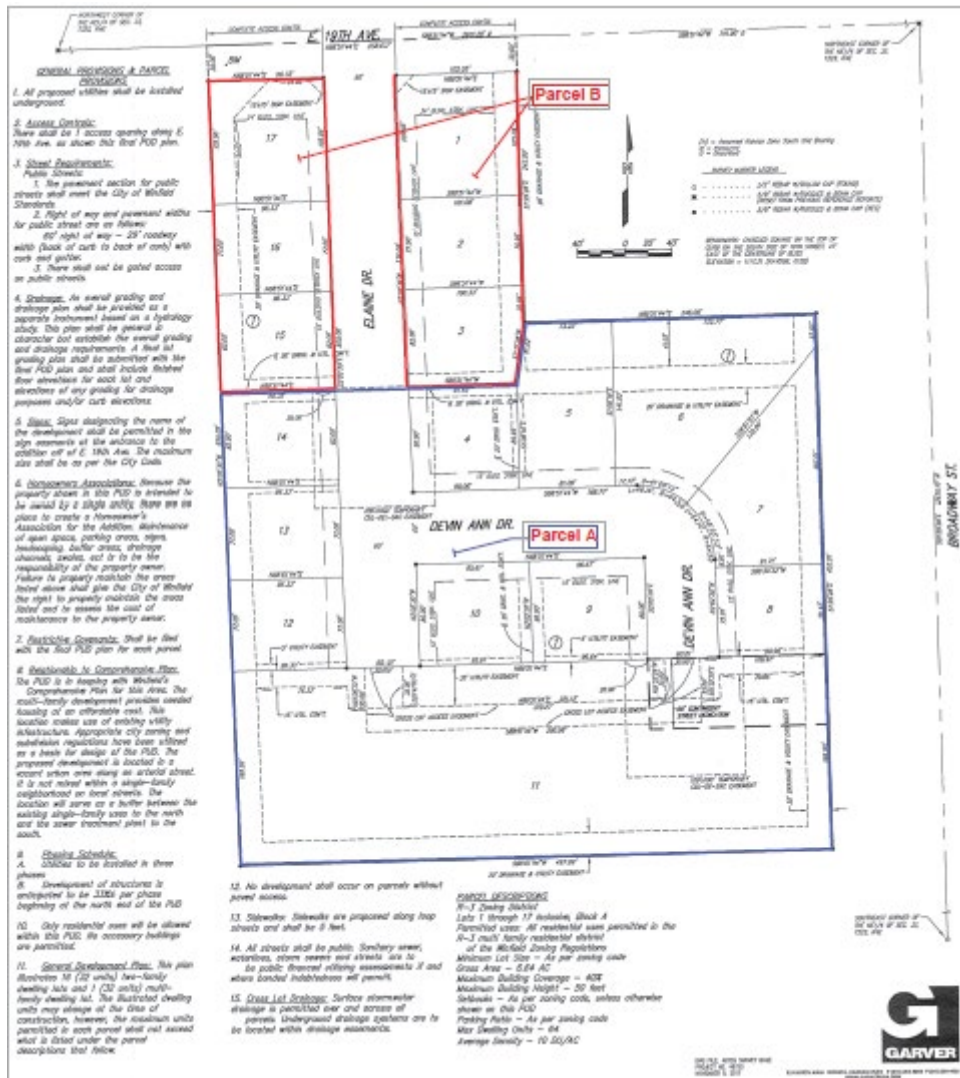
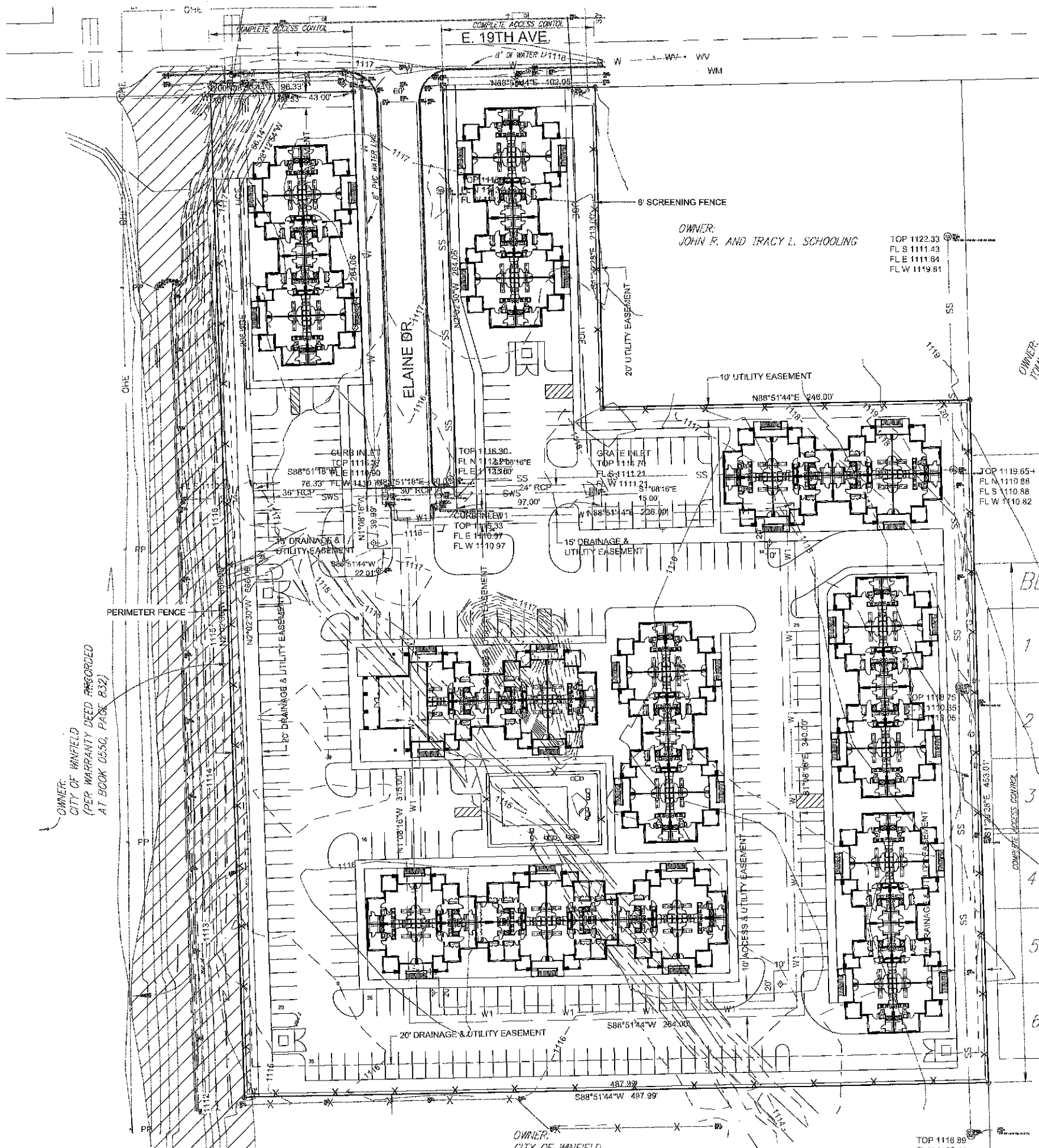


EXHIBIT A

PARCEL A LEGAL DESCRIPTION

Parcel A: Lots 4 through 14, Block A, along with all of the right-of-way of Devin Ann Drive and the South 236 feet of the right-of-way of Elaine Drive, all in Stonebrook Addition to the City of Winfield, Cowley County, Kansas.

DRAFT



SITE INFORMATION

ZONING: PUD (WOULD BE R-3 LEVEL)

NUMBER OF APARTMENT UNITS: 200
LEASING OFFICE: 1,300 SF

PARKING

WINFIELD PARKING REQUIREMENT: (R-3 ZONING= 2 PER UNITS) =203 UNITS X 2 PARKING STALLS

TOTAL REQUIRED: 406 PARKING STALLS

RECOMMENDED PARKING RATIO: (1 PER 1 BEDROOM; 1.5 PER 2 BEDROOM;
1.75 PER 3 BEDROOM)
95- 1 BEDROOM UNITS X 1 STALL/BEDROOM UNIT= 95 PARKING STALLS
96- 2 BEDROOM UNITS X 1.5 STALL/BEDROOM UNIT= 144 PARKING STALLS
12- 3 BEDROOM UNITS X 1.75 STALL/BEDROOM UNIT= 21 PARKING STALLS

TOTAL RECOMMENDED PARKING: 260 PARKING STALLS

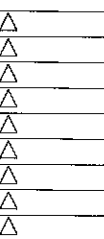
PROPOSED PARKING COUNT: 262 PARKING STALLS

SETBACK REQUIREMENTS:

FRONT - 15'
SIDE - 6'
REAR - 20'

OWNER:
CITY OF WINFIELD
(PER WARRANTY DEED RECORDED
AT BOOK 0550, PAGE 832)

OWNER:
TOMMY



CONTRACT DATE:
BUILDING TYPE:
PLAN VERSION:
SITE NUMBER:
STORE NUMBER:

WIND

V
RESI

SI
CON



Request for Commission Action

Date: February 17, 2022

Requestor: Jerred Schmidt, Director of Information Systems

Action Requested: Discuss 2022 Computer replacement quotes and approve moving forward with a purchase order to KPM Computer Solutions in the amount of \$32,200.00.

Analysis: We have not replaced any computers since 2019 when we replaced all our computers to stay ahead of the Windows 7 end-of-life. This year we plan to replace 40 desktop computers and 10 tablets/laptops. This will be the beginning of the process to replace all our computers before the Windows 10 end-of-life in 2025. With the replacement of 50 computers this year we will be on track to settle into our 5-year replacement cycle and start to replace 30 computers per year in the future. KPM Computer Solutions' quote came in at 2.4% higher than the lowest quote but is within a reasonable threshold to use the local vendor preference that is part of our purchasing policy.

Fiscal Impact: The City has budgeted \$34,000 for the replacement of 40 computers from account number 508.800.551200.

Staff Recommendation: Move forward with purchase from KPM Computer Solutions in the amount of \$32,200.00

Attachments: Summary of Quotes from miscellaneous Computer Vendors

2022 Computer Replacement

Summary of Quotes

| Computer Description | SHI | CDW-G | KPM | CONNECTIONS | GALAXIE | Specs |
|---------------------------------|-----------|-----------|-----------|-------------|-----------|--|
| ProDesk 600 G6 SFF - 512 GB SSD | | | | \$ 1,079.34 | | Core i5-10500 3.1GHz / 8GB / 512GB SSD / UHD630 / DVD-W / GbE / DP / W10P64 |
| ProDesk 600 G6 SFF - 256 GB SSD | \$ 920.59 | \$ 840.00 | | \$ 793.96 | \$ 975.00 | Core i5-10500 3.1GHz / 8GB / 256GB SSD / UHD630 / DVD-W / GbE / DP / W10P64 |
| ProDesk 600 G6 DM | | | | \$ 796.90 | | Core i5-10500T 2.3GHz / 8GB / 256GB SSD / UHD630 / ax / BT / 65W / W10P64+WolfProSecurity |
| Lenovo ThinkCenter M70s SFF | | \$ 850.00 | | | | Core i5 10400/ 2.9 GHz/8GB/256GB SSD |
| Dell OptiPlex 5090 SFF | | \$ 895.49 | | | | Core i5 11500/ 2.7GHz/ 8GB/ 256GB SSD |
| HP ProDesk 400 G7 - SFF | \$ 859.00 | | | | | Core i5 10500 / 3.1 GHz - RAM 8 GB - SSD 256 GB - NVMe, TLC - DVD-Writer - UHD Graphics 630 - GigE - Win 10 Pro 64-bit |
| Lenovo ThinkCenter M70s SFF | | | \$ 791.00 | | | 1 x Core i5 8500 / 3 GHz - RAM / 8 GB - SSD 256 GB & 512GB Options \$40 more / NVMe - DVD-Writer - UHD Graphics 630 - GigE - Win 10 Pro 64-bit |
| Dell Optiplex 5000 - 11500 | | | \$ 862.00 | | | i5 11500T CPU, 8GB DDR4 Memory / 256GB M.2 NVMe SSD HD, W10Pro |
| Dell Optiplex 5000 - 10505 | | | \$ 805.00 | | | i5 10505 CPU, 8GB DDR4 Memory / 256GB M.2 NVMe SSD HD, W10Pro / Intel UHD Graphics 630, DVD Burner |

| <u>Item</u> | <u>Description</u> | <u>Qty</u> | <u>Price</u> |
|-------------|--|------------|--------------|
| 221. | Additional Chassis Option Power and heated mirrors | 1 | |
| 222. | Additional Chassis Option Battery disconnect in cab | 1 | |
| 223. | Additional Chassis Option Prewire for electric trailer brake controller | 1 | |

Additional Pricing

| | | | |
|------|---|---|--|
| 224. | Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty | 1 | |
| 225. | Federal Excise Tax Item: If provided, Quote subtotal is an Estimate only. Final determined at invoicing. | 1 | |

Miscellaneous

| | | | |
|------|--|---|--|
| 226. | E-Series Connect: 12-months of access, from date of in-service, to E-Series Connect, which provides safety and performance insights for E-Series Derrick models. E-series Connect content is managed and delivered through your Altec Connect account and includes configurable email and text message notifications. Access is for the first owner, non-transferrable, and non-refundable. Terms and exclusions apply (e.g., Terms and Conditions, and Warranty). | 1 | |
|------|--|---|--|

| | |
|-----------------------------|------------|
| Unit / Body / Chassis Total | 393,620.00 |
| FET Total | 15,442.56 |
| Total | 409,062.56 |

Altec Industries, Inc.

BY _____

Jayse Tyler Clinton

Notes:

1

Altec will make every effort to honor this quotation. However, if major and irregular cost inflation occurs, price may be reviewed and confirmed closer to the production date.

For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929