

**CITY COMMISSION MEETING  
Winfield, Kansas**

DATE: Monday, February 06, 2023  
TIME: 5:30 p.m.  
PLACE: City Commission – Community Council Room – First Floor – City Building

***AGENDA***

CALL TO ORDER .....Mayor Gregory N. Thompson  
ROLL CALL.....City Clerk, Tania Richardson  
MINUTES OF PRECEDING MEETING.....Tuesday, January 17, 2023

**BUSINESS FROM THE FLOOR**

-Citizens to be heard

**NEW BUSINESS**

Ordinances & Resolutions

**Bill No. 2303 – A Resolution** – Authorizing and directing the City Manager to execute a pasture lease agreement with Brian Thiel, regarding property at the Winfield City Lake.

**Bill No. 2304 – A Resolution** – Authorizing and directing the City Manager to execute an agreement with Professional Engineering Consultants, Wichita, KS, for a Master Water Plan, regarding a study and modeling of the water distribution system.

**OTHER BUSINESS**

-Consider the acquisition of an Air Compressor for the Power Plant

**ADJOURNMENT**

-Next City Commission Work Session will be Thursday February 16, 2023, at 4:00 pm.  
-Next regular meeting 5:30 p.m. Tuesday, February 21, 2023.

**CITY COMMISSION MEETING MINUTES**  
**Winfield, Kansas**  
**January 17, 2023**

The Board of City Commissioners met in regular session, Tuesday, January 17, 2023 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Gregory N. Thompson presiding. Commissioners Brenda K. Butters and Ronald E. Hutto were also present. Also in attendance was Tania Richardson, City Clerk. Other staff member present was Patrick Steward, Director of Public Improvements.

City Clerk Richardson called roll.

Commissioner Butters moved that the minutes of the January 3, 2023 meeting be approved. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

**BUSINESS FROM THE FLOOR**

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

**NEW BUSINESS**

**Bill No. 2301 – A Resolution** – Determining the existence of certain nuisances in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Director of Public Improvements Steward explains this Resolution would allow immediate action to clean up the property. Upon motion by Commissioner Hutto, seconded by Commissioner Butters all Commissioners voting aye, Bill No. 2301 was adopted and numbered Resolution 0123.

**Bill No. 2302 – A Resolution** – Fixing the time and place and providing for notice of a public hearing before the Governing Body of the City of Winfield, Kansas, regarding the condemnation of a certain structure in the City of Winfield, Cowley County, Kansas. Director of Public Improvements Steward explains this Resolution establishes a hearing date for consideration of condemnation of 320 Iowa. Upon motion by Commissioner Butters, seconded by Commissioner Hutto all Commissioners voting aye, Bill No. 2302 was adopted and numbered Resolution No. 0223.

**OTHER BUSINESS**

**ADJOURNMENT**

Upon motion by Commissioner Hutto, seconded by Commissioner Butters, all Commissioners voting aye, the meeting adjourned at 5:32 p.m.

Signed and sealed this 19<sup>th</sup> day of January 2023.

Signed and approved this 6<sup>th</sup> day of February 2023.

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Tania Richardson, City Clerk

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Gregory N. Thompson, Mayor



## Request for Commission Action

**Date:** January 30, 2023

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

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**Action Requested:** Approval of pasture lease agreement.

### **Analysis:**

Request to renew and extend a pasture lease agreement adjacent to the City Lake. This particular parcel is adjacent to a larger pasture that is not City owned. Historically, the tenant of this larger pasture has held the lease for this 25 acres. This agreement would be for a three year period with an option for up to three additional years.

**Fiscal Impact:** The rate has historically been based on the average pasture rent rate as published by the USDA National Agricultural Statistics service for pasture in Cowley County Kansas.

**Attachments:** Proposed Resolution

**BILL NO. 2303**

**RESOLUTION NO. 0323**

**A RESOLUTION**

**AUTHORIZING** and directing the City Manager to execute a pasture lease agreement with Brian Thiel, regarding property at the Winfield City Lake.

\_\_\_\_\_

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

**Section 1.** The City Manager of the City of Winfield, Kansas, is hereby authorized and directed to execute a pasture lease agreement between the City of Winfield, Kansas, and Brian Thiel, regarding property at the Winfield City Lake; 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 6th day of February 2023.

(SEAL)

\_\_\_\_\_  
Gregory N. Thompson, Mayor

ATTEST:

\_\_\_\_\_  
Tania Richardson, City Clerk

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

Approved for Commission action: \_\_\_\_\_  
Taggart Wall, City Manager (ps)

**A RESOLUTION**

**AUTHORIZING** and directing the City Manager to execute an agreement with Professional Engineering Consultants, Wichita, KS, for a Master Water Plan, regarding a study and modeling of the water distribution system.

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

**Section 1.** The City Manager of the City of Winfield, Kansas, is hereby authorized and directed to execute an agreement with Professional Engineering Consultants, Wichita, KS, for a Master Water Plan, regarding a study and modeling of the water distribution system, 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 6th day of February 2023.

(SEAL)

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Gregory N. Thompson, Mayor

ATTEST:

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Tania Richardson, City Clerk

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

Approved for Commission action: \_\_\_\_\_  
Taggart Wall, City Manager

## PASTURE LEASE AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Winfield, Kansas, hereinafter referred to as "CITY", and Brian Thiel, hereinafter referred to as "THIEL".

WHEREAS, the CITY controls certain real property located south of the Winfield City Lake; and,

WHEREAS, THIEL desires to rent said real estate for pasture purposes.

NOW, THEREFORE, in consideration of the mutual covenants and payments hereinafter set forth, it is agreed between the parties as follows:

1. This lease covers a tract of land, containing 25 acres more or less, in the Northwest Quarter of Section 16, Township 31 South, Range 5 East of the 6th P.M., as shown on the attached exhibit map.
2. In order to optimize plant growth, impede runoff, and reduce the potential for surface movement offsite or leaching of nutrients, animal wastes, and pesticides into Timber Creek, THIEL agrees to the following grazing land management plan:
  - **STOCKING RATE**- not more than ten (10) head of cattle or seven cows with calves at their side, contingent on monitoring of pasture conditions.
  - **UTILIZATION**- cattle will be allowed to feed/graze April–October only. Winter feeding facilities, November–March, will be temporary in design and relocated on a monthly basis away from drainage areas to limit concentrating and build up of manure.
  - **SALT/MINERAL**- salt/mineral feeders should be moved away from water supplies and located opposite the water in under grazed areas and moved whenever cattle congregate and begin to trample and damage the vegetation.
  - **PRESCRIBED BURNING**- prescribed burning aids in grazing distribution, weed control, brush control, wildlife habitat improvement, and grazing land improvement. THIEL, along with City and County Conservation staff, will establish herbicide, burning, or seeding best management practices..
3. THIEL shall pay CITY an annual rental of twenty-one dollars (\$21.00) per acre, a total of five hundred twenty-five dollars (\$525.00), payable on approval and execution of this agreement. Rental fee is based on the full stocking rate above. Should pasture conditions require a reduction in stocking rate; the rental fee will be determined and agreed upon in writing by the parties. The remaining two annual rental payments shall be paid on or before January 1, 2024 and January 1, 2025.
4. CITY assumes no responsibility for the condition of the premises upon execution of this lease and THIEL agrees to hold the CITY harmless from any damages of any kind whatsoever including, but not limited to, loose cattle, defective fences or gates, lost cattle,

property damage or personal injury as a result of an animal being struck by a motor vehicle.

5. Should the surface water supply fail, the THIEL shall provide his own source and supply of water.
6. The THIEL shall have the option to renew the lease term for an additional three one-year periods upon thirty (30) days written notice to CITY to exercise the option, prior to date of expiration of this lease.
7. The CITY or its designee has the right to enter upon the premises at any reasonable time for the purpose of inspecting the premises to see that terms and conditions of agreement are kept.
8. This lease term shall be from the date of execution, through December 31, 2025.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

THE CITY OF WINFIELD, KS

BRIAN THIEL

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Taggart Wall  
City Manager

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Brian Thiel  
11461 131<sup>st</sup> Rd  
Winfield, KS 67156



## Request for Commission Action

**Date:** February 2, 2023

**Requestor:** Gus Collins, Director of utilities  
Tyson Kelley, Interim Power Plant Superintendent

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**Action Requested:** Acquisition of Air Compressor

Analysis: Currently the Power Plant has two compressors that supply air to the control valves 24/7 (one is for redundancy); This equipment is required for the power plant to operate/generate. The existing compressors are approximately 50 years old – only one is functional.

Three bids were obtained and summarized below:

Ingersoll Rand: \$85,475.96

BCS:

Quote 1: \$113,463.96

Quote 2: \$132,448.50

Staff's recommendation is Ingersoll Rand. Ingersoll has representatives indicate the new air compressor, will save operating costs by being more efficient. For example, the current air compressor (1969) is water cooled versus the new one being air cooled. Also, the current air compressor used 54.33 kw per 100 cfm of air compared to the new unit only using 27.5 kw per 100 cfm of air. It has been estimated to save the City approximately \$15,000 per year in energy costs.

**Fiscal Impact:** \$85,475.96; this includes the compressor and installation. It will be paid out of Electric Production annual budget.

**Attachments:**





# *Tyson Kelley & City of Winfield*

Quote Reference # CTS-78102

Quote Valid until 02/22/2023

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## PROPOSAL

Quote Reference# CTS-78102

Quote Prepared on 09/06/2022 | Valid until 02/22/2023

### **Tyson Kelley**

City of Winfield  
200 East 9th Avenue  
WINFIELD KS 67156  
USA

Email: [tkelley@winfieldks.org](mailto:tkelley@winfieldks.org)

Ph: 6202215630

### **Jarrett Affolter**

Ingersoll-Rand Industrial US Inc  
4400 Clary Blvd  
Kansas City MO 64130

Email: [jarrett\\_affolter@irco.com](mailto:jarrett_affolter@irco.com)

Ph: (704) 245-4321



*Your Trusted Partner in  
Compressed Air*

Tyson Kelley  
Plant Manager  
200 East 9th Avenue  
WINFIELD, KS 67156

Dear Tyson Kelley,

Thank you for allowing us the opportunity to quote your compressed air system. As your local Ingersoll Rand Master Distributor, our company brings local expertise and service for compressed air system design, installation and services for years to come. For 150 years, Ingersoll Rand has provided products, services and solutions that increase our customer's productivity and efficiency. Ingersoll Rand continues to inspire progress by driving innovation with revolutionary technology - creating new standards for how the world gets work done. Backed by our engineering excellence, we develop rugged, reliable, industry-leading compressor technologies and service programs to keep your business moving.

Sincerely,  
Jarrett Affolter  
Account Manager

## Model W30ie-A116-E, 460V, 3-phase, 30kW, 116PSI, Quiet enclosed base mounted scroll air compressor

When efficiency, quiet operation, low maintenance and a small footprint are critical, Scroll Air Compressors are the smart choice. Their innovative design make them ideal for many commercial applications where reliable oil-free air is required.

- Innovative Multiplex Design that allows operating the exact number of compressors to match your demand with part-load efficiency
- Nearly silent operation using the quietest compression technology and fewer moving parts for a lower vibration and a healthy work environment
- Fewer components and less consumables for higher reliability resulting in longer life, less maintenance and longer service intervals
- Smaller footprint with a compact compressor and an aftercooler that provides sufficient cooling with a low temperature difference (CTD) to reduced air treatment equipment taking up less floor space
- Cool operation with the integral radial flow fan that creates built-in intercooling without the need for additional auxiliary fan help for a reliable operation



Representative image may not represent quoted product configuration.

### Technical Information

Rated Pressure		Nominal Power		Capacity (FAD)		Dimensions (Length x Width x Height)		Weight (Air-cooled)	
bar g	psig	kW	hp	m3 / min	cfm	mm	in	kg	lb
8	116	30	40	3.44	121.6	1575 mm, 965 mm, 1575 mm	62.01 in, 37.99 in, 62.01 in	907.18	1995.796

Jarrett Affolter  
(704) 245-4321  
jarrett\_affolter@irco.com

City of Winfield  
Quote Reference  
#CTS-78102

## START UP SERVICE

### Service Details

Scope of Service	Included
Commissioning performed by factory trained and certified technicians	Yes
Confirm proper installation per operator's manual	Yes
Check operating temperatures, pressures, amperage and other key parameters per Ingersoll Rand 47-point checklist	Yes
Check rotation of 3 phase motors	Yes
Adjust and set control set points and key operating parameters	Yes
Basic operator training 30 min	Yes
How to get service help if needed	Yes
Maintenance schedule review	Yes
Install review & validation	Yes

## INSTALL SERVICE

### Service Details

Scope of Supply	Included
Compressed Air project manager to lead your compressed air project	Yes
Single point accountability for project quality, delivery and cost	Yes
Management and responsibility for associated sub-contractors	Yes
System designed to meet optimal efficiency, long term maintainability and within local code regulations	Yes

### Ingersoll Rand Responsibilities

All Labor and Materials will be provided for below:

#### **Compressor install**

- Remove existing equipment
- Cap unused water & electrical lines
- Move pressure line & reinstall at column with new electrical disconnect.
- Remove and build new 12" compressor pad to accommodate new compressor,
- Install new W30ie compressor
- Anchor equipment per agreed upon drawing
- Level equipment per specifications
- Install new piping and condensate lines
- Include isolation and blowdown valve at compressor discharge
- Haul off old compressor

#### **Electrical**

- Bypass starter at MCC
- Mount a 200A/600V disconnect column next to compressor
- Provide 125amp class J fuses
- Mount customer alarm pressure switch
- Demo pressure transducer
- Demo low voltage control box
- Demo of main feeder

#### **Customers Responsibilities**

**Receive all equipment in good condition**

**Load old equipment for disposal**

**Provide lift equipment (Forklift, A-Frame, Hoist etc.)**

**Allow/schedule work to be completed during normal working hours**

**Remove asbestos if necessary**

**Any permitting**

**Any engineering**



### Investment Summary for City of Winfield (01/23/2023)

Line #	Product Description	Qty	Unit Price	Extended Price
1.0	<b>Model W30ie-A116-E, 460V, 3-phase, 30kW, 116PSI, Quiet enclosed base mounted scroll air compressor</b>	1	\$60,189.96	\$60,189.96

Line #	Product Description	# of Days	Standard Hours	Overtime Hours	Extended Overtime Hours	Total Service Fee
2.0	<b>START UP SERVICE</b>					\$1,320.00
	Included Component					
2.1	Start Up-Oil Free					
3.0	<b>INSTALL SERVICE</b>					\$23,966.00
	Included Component					
3.1	Compressor installation					
3.2	PROJECT MGMT SERVICE					

Product/Service Quote Amount	\$85,475.96
Upgrade Option(s) Amount	--
Freight Amount	PPA
<b>Total Quote Amount</b>	<b>\$85,475.96</b>



## General Terms

<b>Lead Time:</b>		Pricing and availability is subject to change without notice. Upon submission of your order, please include the following information: payment terms, preferred payment method, purchase order number, tax status (if exempt please include a copy of your tax exemption certificate with your order).
<b>Payment Terms:</b>		
<b>FOB:</b>	EX WORKS	For US, please remit all payments to Ingersoll Rand, 15768 Collections Center Drive, Chicago, IL, 60693. For Canada, please remit all payments to IR Canada Sales & Service ULC, C/O T10223C PO Box 4918 STN A, Toronto, ONTARIO M5W 0C9, Canada. Also, please be aware that Ingersoll Rand accepts payment via credit card, and EFT.
<b>Freight Terms:</b>	Prepay & Add	

Progress Payments apply to orders exceeding \$100,000 USD. Standard progress payment terms are 30% at order acceptance, 30% at Eight (8) weeks after purchase order, and 40% upon shipment.



## Purchase Order Acknowledgement

Date: 09/06/2022

SHIP TO SITE INFORMATION		BILLING INFORMATION	
Company Name:	City of Winfield	Company Name:	
Business Address:	200 East 9th Avenue	Business Address:	
City, ST, Zip:	WINFIELD, KS, 67156	City, ST, Zip:	
Site Contact:	Tyson Kelley	Business Phone:	6202215630
Business Phone:	6202215630	Business E-mail:	tkelley@winfieldks.org
Business E-mail:	tkelley@winfieldks.org	Payment Terms:	
PO Number:		Total PO Amt:	\$85,475.96

Siebel Order #:		Progress Payments (if required):	
Oracle Order #:		30% at order acceptance	(IR Standard Milestone Payments)
		30% at Eight Weeks After PO	
	(For office use only)	40% on Shipment	

Thank you for your order. In an effort to process your order as quickly as possible please review the Shipping & Billing information noted above, and the scope of supply shown below, to verify the information is correct. **Please initial all Scope of Supply worksheet page(s).**

Priority:

Shipping Method:

FOB Point: EX WORKS

Freight Terms: Prepay & Add

Shipping Instructions:

The sale of our equipment is governed solely by the Standard Terms & Conditions of Sale 3.17 and Form 3814; copies of which are attached hereto. Notwithstanding any objection in advance, we will proceed on the basis that such terms and conditions will govern this transaction, excluding any revised, additional, or conflicting terms and conditions submitted with your purchase order form.

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

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

Company/Title: \_\_\_\_\_

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

PO Number: \_\_\_\_\_

Please send completed form to:

IR Rep: Jarrett Affolter

Phone: (704) 245-4321

Email: jarrett\_affolter@irco.com

Jarrett Affolter  
(704) 245-4321  
jarrett\_affolter@irco.com

City of Winfield  
Quote Reference  
#CTS-78102

SCOPE OF SUPPLY WORKSHEET

Line Number	Quantity	Part Number	Description	Unit Price	Extended Price
2.0	1	START UP SERVICE		\$1,320.00	\$1,320.00
1.0	1	47672060043	Model W30ie-A116-E, 460V, 3-phase, 30kW, 116PSI, Quiet enclosed base mounted scroll air compressor	\$60,189.96	\$60,189.96
3.0	1	INSTALL SERVICE		\$23,966.00	\$23,966.00
				<b>Subtotal: Scope of Supply</b>	<b>\$85,475.96</b>
				<b>ORDER TOTAL</b>	<b>\$85,475.96</b>

Additional Order Comments:

Customer Initials : \_\_\_\_\_

Jarrett Affolter  
(704) 245-4321  
jarrett\_affolter@irco.com

City of Winfield  
Quote Reference  
#CTS-78102



## STANDARD TERMS AND CONDITIONS OF SALE INDUSTRIAL TECHNOLOGIES AND SERVICES

1. **General** Any written or oral order received from Buyer by Ingersoll-Rand Industrial, U.S., Inc., ("Company") is governed by the Standard Terms and Conditions of Sale outlined herein ("Terms"). COMPANY'S ACCEPTANCE OF BUYER'S ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ACCEPTANCE OF THESE TERMS. Company rejects any terms and conditions inconsistent with these Terms and to any other terms proposed by Buyer in accepting Company's proposal. No agreement, oral or written, in any way claiming to modify these Terms and Conditions will be binding on Company unless agreed to in writing by an authorized representative of Company.
2. **Taxes** Prices do not include any present or future Federal, State, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments applicable to this order ("Taxes"). All Taxes will be itemized separately. Buyer will be responsible for the payment of any Taxes to Company unless Buyer provides a valid exemption certificate. If the exemption certificate is not recognized by the governmental taxing authority, Buyer will reimburse Company for any Taxes, including any interest or penalty assessed against Company.
3. **Title and Risk of Loss** Title and risk of loss or damage to equipment will pass to Buyer upon tender of delivery FOB Company facility, except that Buyer grants Company a lien on and a purchase money security interest in and to all of the right, title, and interest of Buyer in the equipment purchased hereunder until full payment has been made.
4. **Credit Terms**
  - a. **Payment.** Buyer shall pay the amounts due and owing to Company identified on each invoice in full and in accordance with the terms specified on each invoice.
  - b. **Invoice Disputes.** Buyer shall notify Company in writing of any dispute with any invoice (along with substantiating documentation) prior to the invoice due date. Invoices for which no such timely notification is received shall be deemed accepted by Buyer as true and correct. The parties shall seek to resolve all such disputes expeditiously and in good faith. Should any dispute arise with respect to any goods delivered by Company to Buyer, Buyer shall nevertheless pay all invoices covering goods not in dispute, without setoff, defense or counter-claim.
  - c. **Late Payments.** On any invoice not paid when due, Buyer shall pay a late charge from the due date to the date of actual payment at the lesser of the simple interest rate of 12% per annum calculated monthly or the highest rate permissible under applicable law. Buyer shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms and Conditions or at law (which Company does not waive by the exercise of any rights hereunder), Company shall be entitled to suspend the delivery of any goods if Buyer fails to pay any amounts when due.
  - d. **Acceleration.** Should Buyer fail to make any payment required hereunder, Company may, without notice, declare all obligations of Buyer to Company ("Obligations") immediately due and payable, whether or not such late charges are included in any statement of account rendered by Company to Buyer.
  - e. **No Partial Payments.** Buyer irrevocably agrees that it will not, without Company's prior written consent in each instance, tender any payments for less than the full amount of the invoices to which said payment applies ("Partial Payments"). Any Partial Payments tendered by or for the account of Buyer shall not extinguish or otherwise affect any unpaid portion of the subject invoices, despite any notation on or accompanying said payment such as "in full payment," "in full satisfaction," or words of similar effect.
  - f. **Sufficient Funds.** Buyer represents that all checks issued to Company will be honored by the drawee bank, and that no checks will be so issued unless Buyer then has funds on deposit in an amount sufficient to cover all checks issued by Buyer. Buyer acknowledges that this representation will be materially relied upon by Company in extending credit to Buyer.
  - g. **Right to Set Off.** Any payment received by Company from Buyer may be applied by Company against any obligation owing by Buyer to Company, regardless of any statement appearing on or referring to such payment, without discharging Buyer's liability for any additional amounts owing by Buyer to Company. The acceptance by Company of such payment shall not constitute a waiver of Company's right to pursue any remaining balance. With respect to any monetary obligations of Company to Buyer, including without limitation, volume rebates and advertising rebates, Company may, at any time, setoff and appropriate and apply such amounts against any sums that are, or will become, owing, due or payable to Company by Buyer under these Terms and Conditions or any other agreement.
5. **Financial Condition of Buyer**
  - a. **Receipt of Goods While Insolvent** In the event that Buyer receives any goods from Company while Buyer is insolvent (as such term is used in §2-702 of the Uniform Commercial Code, United-States of America), this writing and the invoices received from Company relating to such goods shall constitute Company's demand for reclamation of such goods.
  - b. **Withdraw of Credit Approval** Company reserves the right before shipment of any goods ordered by Buyer from Company, to require that all or a portion of the purchase price relating thereto be paid to Company, in good funds, prior to shipment.
  - c. **Material Adverse Change in Financial Condition** Notwithstanding the stated due date of any obligations, all Obligations shall become immediately due and payable, without notice, in the event that Company determines there to have been a material adverse change in the financial condition or business affairs of Buyer so that in Company's reasonable judgment Buyer's ability to pay the Obligations has become impaired.
  - d. **Verification of Credit References.** Company is authorized to contact any credit references provided by Buyer, and to disclose any information reasonably necessary to determine Buyer's credit worthiness. Company is also authorized to obtain personal credit reports on any partner, principal, officer, or potential guarantor in determining Buyer's creditworthiness. Company may also disclose any information concerning its relationship with Buyer which is requested by anyone identifying themselves as an existing or potential creditor of Buyer.
  - e. **Disclosure of Buyer's Right to a Statement of Reasons for Action.** If this application is not approved in full or if any other adverse action is taken with respect to Buyer's credit, Buyer has the right to request within 60 days of Company's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request.
6. **Delivery** Company will deliver goods within a reasonable time after receipt of Buyer's order and in no event will delivery dates be construed as falling within the meaning of "time is of the essence."
7. **Force Majeure** Company will not be liable for any loss or damage due to delays arising from causes beyond the reasonable control of Company, including but not limited to any acts of God, fire, flood, earthquake or explosion, strikes or other labor difficulties, wars, riots, terrorist threats, national emergencies, or acts of governments. In such events, Company will have additional time within which to deliver or perform as may be reasonably necessary under the circumstances. If Buyer requires drawings, procedures, standards or similar material for approval, delivery schedules will be calculated from the time such approvals are received by Company. Any hold points, witness points, or Buyer inspection requirements must be identified by Buyer at the time of quotation and/or order placement. Additional inspection or testing required by Buyer will extend delivery dates accordingly.
8. **Storage Fee** If Buyer is not able to accept delivery on the date agreed to by the parties, Buyer will pay Company a storage fee equivalent to one and one half percent (1.5%) of the total order value per calendar month or fraction thereof (calculated and charged on a per day basis) until the date of delivery ("Storage Fee"). Additionally, if Company is performing installation services and at the time of delivery Buyer's location is not ready or is unsafe for installation, Company reserves the right to postpone or to discontinue work. In such event, Company may charge Buyer an amount equivalent to the Storage Fee until such time that the location is ready and safe for installation, as determined by Company.
9. **Warranty** Company warrants, to purchasers from a Company authorized seller (each a "Buyer"), that the equipment manufactured by it and services provided by it will be free from defects in material and workmanship, for the duration of the specified Warranty Period. For new equipment, a period of twelve (12) months from the date of initial operation not to exceed eighteen (18) months from shipment, whichever first occurs, except for the Airend of new oil-flooded rotary screw air compressors, which is for the duration as detailed in the 5 Year Airend Parts Warranty below; for parts and services, six (6) months from the date of shipment; for services, six (6) months from the date of installation, inclusive of transportation and installation costs if installed by Company or six (6) months from the date of delivery exclusive

Jarrett Affolter  
(704) 245-4321  
jarrett\_affolter@irco.com

City of Winfield  
Quote Reference  
#CTS-78102

of transportation and installation costs if not installed by Company (each a "Warranty Period"). Equipment or parts manufactured by others are warranted only to the extent of the original manufacturer's warranty to Company.

**5 Year Airend Parts Warranty:** Company warrants, to a Buyer, that the Airend, as defined below, of new oil-flooded rotary screw air compressors manufactured by Company, will be free from defects in material and workmanship for a period of five (5) years from the date of initial operation not to exceed sixty-six (66) months from shipment, whichever occurs first. This Airend warranty is strictly contingent on the Buyer's demonstration that Buyer used only genuine Company replacement parts and lubricant in maintaining the defective compressor, according to Company's recommendations, for the duration of the Warranty Period. Use of non-genuine Company replacement parts or lubricants will void this Airend warranty. Company reserves the right to request a coolant sample from Buyer, or to perform coolant sample analysis, upon Buyer's Airend warranty claim. If Buyer makes a compliant Airend warranty claim during the Warranty Period, Company will only be responsible for, at its option, providing a new or remanufactured replacement Airend part and standard freight charges. Buyer will be required to provide Company with the defective Airend in exchange for the replacement Airend. For the purposes of this Airend warranty, the "Airend" is defined as the set of two rotors (one male and one female), the housing, and the bearings for a single-stage compressor and two (2) sets of two rotors (one male and one female), the housing and the bearings for a two-stage compressor. This Airend warranty specifically excludes other parts like the Airend shaft seal, gears, and pulleys, as well as expedited freight, labor, and any other costs associated with repair or replacement of Airend.

10. **Order Cancellation** If Buyer cancels an order, Buyer will pay a cancellation fee to Company in an amount equal to Company's direct out of pocket costs incurred plus a percentage of the order value to cover sales and administrative expenses. The percentage is based on the proportion of time which has elapsed from the date the order is placed to the originally scheduled shipment date as follows:

Percent of time elapsed from PO date to scheduled ship date	Cancellation fee % of PO Value
0-10%	5%
11-20%	15%
21-30%	25%
31-40%	35%
41-50%	45%
51-60%	55%
61-70%	65%
71-80%	75%
81-90%	85%
91-100%	95%

11. **Compliance with Laws** Company will comply with all applicable laws and regulations in effect in the location of manufacture on the date an order is placed. Compliance with any local governmental laws or regulations relating to location, use, or operation of the equipment, or its use in conjunction with other equipment, will be the sole responsibility of Buyer. Equipment purchased hereunder is produced in accordance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Where applicable, the Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because of all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.
12. **Data Privacy** Buyer understands and agrees that certain of the Products include technology that allows Company to collect technical and product-related information regarding such Products and to conduct remote diagnostics testing of such Products. This technology allows Company to better serve and assist Buyer in the event such Products need to be repaired, and to maintain and improve the Products. Buyer agrees to grant and hereby grants Company a transferable, sub-licensable, non-exclusive, non-revocable, worldwide right to access and use the data collected and processed by the technology for Company's business purposes, including analysis, research, and development. In addition, Company may share such information with its affiliates, subsidiaries, and service providers; and with third parties but only in an aggregate, de-identified format, with third parties for research, statistical and business purposes unless otherwise agreed to or in accordance with the applicable privacy policy. To the extent that Company receives any individually identifiable personal information regarding Buyer from such technology, Company's policy is to protect the confidentiality of such information, and to prohibit the unlawful disclosure of Buyer's personal information to third parties. Company will take reasonable steps to insure the safety of Buyer's personal information.
13. **Export Control** Buyer agrees not to disclose or export, either directly or indirectly, any Company technology or information, or the direct product thereof, to any destination or person if such disclosure or export is prohibited by U.S. laws and regulations. In particular, Buyer will not use and will not permit any third party to use Company technology or information in connection with the design, production, use or storage of chemical, biological or nuclear weapons or missiles of any kind. This paragraph will survive the termination of this contract.
14. **Patent Indemnity** Company will defend Buyer against any proceeding based upon a claim that the equipment manufactured by Company infringes any U.S. patent, provided that Company is promptly notified in writing and given authority, information, and assistance for defense of the same. If any claim materially interferes with Buyer's use of the equipment, Company will, at its option, procure for Buyer the right to continue to use such equipment, modify it so that it becomes non-infringing, replace it with non-infringing equipment, or will remove the equipment and refund the purchase price. Company does not accept any liability whatsoever in respect to patents claiming more than the equipment furnished hereunder or claiming methods or processes to be carried out with the aid of such equipment. The foregoing states the entire liability of Company with regard to patent infringement.
15. **Limitation of Liability** THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE, AND THE TOTAL LIABILITY OF COMPANY WITH RESPECT TO THIS CONTRACT, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE PURCHASE PRICE FOR THE EQUIPMENT, PART OR SERVICE THAT IS THE BASIS FOR THE CLAIM. IN NO EVENT WILL COMPANY BE LIABLE TO BUYER, ANY SUCCESSORS IN INTEREST, OR ANY BENEFICIARY OR ASSIGNEE OF THIS CONTRACT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS OR REVENUE ARISING OUT OF THIS CONTRACT OR ANY BREACH THEREOF, OR ANY DEFECT IN, OR FAILURE OF, OR MALFUNCTION OF THE EQUIPMENT, PART OR SERVICE HEREUNDER, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY, OR OTHERWISE.
16. **Assignment** Buyer will not assign or transfer this contract without the prior written consent of Company, and such consent will not be unreasonably withheld. Additionally, Buyer will not sell all or a substantial portion of its assets to another entity (the "Successor") without the prior written consent of Company. In the event that Buyer does not provide such notice to Company and the business previously conducted by Buyer is or may be continued by the Successor, Buyer shall be liable for and shall pay on demand the amount of all accounts receivable due by Successor to Company arising from the date of such sale of assets to the date Company learns of such asset sale.
17. **No Waiver** No waiver by Company of any of the provisions of this Contract is effective unless explicitly set forth in writing and signed by Company. No failure to exercise, partial exercise, or delay in exercising, any right, remedy, power or privilege arising from this Contract operates, or may be construed, as a waiver thereof.
18. **Governing Law** The rights and obligations of the parties will be governed by the laws of the State of North Carolina excluding any conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this contract.
19. **No Reference Required** Buyer and Company agree that each order shall constitute a separate contract, the performance of which will be governed exclusively by these Terms. This Agreement shall govern an order regardless of whether or not this document is attached to or referenced in the order. Excluded from applicability to an order include, but are not limited to: (i) any other terms and conditions contained in the order, including terms contained on the reverse side of the order; (ii) any reference in an order to Buyer's Internet site for terms and conditions; (iii) any reference in an order to any other agreement, document or terms unless agreed to in writing by the Parties. In the event of a conflict between any terms and conditions of an order (except (iii) above), Terms shall prevail and govern the order.



## **Request for Commission Action**

**Date: February 2, 2023**

**Requestor: Gus Collins, Director of Utilities  
Beau Bailey, Underground Utilities Supervisor**

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**Action Requested: Consideration of approval to retain an engineering firm to conduct a water distribution system study.**

**Analysis: City of Winfield staff requested proposals from three engineering firms for the completion of a water distribution system study. The purpose of the study is to complete an in depth analysis of the water distribution system, considering pipe material, age, and size. The firm will also review flow rate and pressure data, geographic location, and future growth potential to make recommendations for improvements.**

**The proposals are as follows:**

**Garver - \$90,000.00  
Burns McDonnell - \$83,700.00  
PEC - \$47,500.00**

**Recommendation is to retain PEC for completion of the water distribution analysis.**

**Fiscal Impact: This study will be paid for with federal funds allocated to the City of Winfield in 2021.**

**Attachments: PEC Agreement**

January 25, 2023

Gus Collins  
Director of Gas & Wastewater Utilities  
City of Winfield  
P. O. Box 646  
200 E. 9th  
Winfield, KS 67156-0646

Reference: AGREEMENT for Winfield Water Master Plan  
City of Winfield  
PEC Project No. 35-221097-000-0943

Dear Mr. Collins:

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Gus Collins  
City of Winfield  
Winfield Water Master Plan  
January 25, 2023  
Page 5

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

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

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Trevor B. Kaufman, PE  
Project Engineer

TBK:cem

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

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

Printed Name: Ryan W. Glessner, P.E.

Title: VP Civil Municipal and W/WW Engineering

Date: January 25, 2023

ACCEPTED:

CITY OF WINFIELD

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

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

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

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

## **EXHIBIT A**

### **A. Project Description:**

1. The Project shall consist of preparing a Water Distribution Study and Master Plan (Master Plan). The planning period for the Master Plan shall be 20 years.

### **B. Anticipated Project Schedule:**

1. PEC shall commence its services on the Project within 14 days after receiving CLIENT's notice to proceed.
2. PEC and CLIENT anticipate that the draft Master Plan will be completed within 210 days after receiving Notice to Proceed. A detailed schedule will be determined with the CLIENT during the project kick-off meeting.
3. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

### **C. Project Deliverables:**

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas where applicable:
  - a) Draft Master Plan Report.
  - b) Final Master Plan Report.

### **D. Scope of Services:**

1. Project Management:
  - a) Prepare an information request and coordinate information needs and confirm assumptions as required to complete project tasks.
  - b) Conduct project kick-off meeting.
  - c) Conduct a maximum of two project progress meetings and two report review meetings with City Staff.
  - d) Prepare meeting agendas and distribute meeting minutes to all attendees.
2. Report Preparation and Presentation:
  - a) Produce draft reports for City review and comment. Address CLIENT's comments for final reports.
  - b) Preparation of final report to include a discussion of data collected and field observations, analysis of the existing and future service areas, recommended improvements, cost estimates, and maps showing the general location of current and recommended system infrastructure.
  - c) Presentation of the master planning process, findings, and recommendations at one City Council meeting upon request.

3. Data Collection:

- a) Obtain mapping of the existing distribution system from the City and conduct interviews, as needed, with key staff familiar with the distribution system.
- b) Collect water use data including average day use, peak daily use, peak hourly use, and usage information for large water consumers from City staff.
- c) Obtain design and operations information pertaining to distribution supply connections, system pumps, storage facilities, and system controls from the City.
- d) Review existing studies, master plans, and comprehensive plans to be provided by the City.
- e) Perform fire hydrant flow testing to collect system flow and pressure data. The ENGINEER will establish eight (8) field test locations with City input, provide flow testing equipment, perform field testing, and evaluate results. The City shall provide staff to operate valves and inform residents of testing operations prior to and during testing as necessary. ENGINEER plans to provide 2 people to perform flow testing.

4. Projecting Population and Water Demands (20-Year Planning Period):

- a) Utilizing existing plans and City input, define the water distribution system service area.
- b) Evaluate existing land use and population projections for the City. Projections will be established for any neighboring entities/growth areas that are to be included in the defined service area.
- c) Determine potential growth areas and projected future service areas.
- d) Develop a base map that illustrates the existing service area and identifies the projected future service areas.
- e) Review existing water demand data for the defined service area and determine appropriate residential flows per capita, and commercial/industrial unit flow data to be used for evaluation. Review the top water users and include analysis of their existing and future use.

5. Dynamic Modeling and Evaluation:

- a) Develop a hydraulic model of the existing distribution system. The model shall include:
  - i. A network of model segments consisting of waterlines 4-inches and larger. Additional lines shall only be included as needed to prepare a functioning model.
  - ii. Supply connections, water storage facilities, pump data, valves, fire hydrants, and system controls.
  - iii. Existing and projected system demands.
- b) Utilize the field-collected fire hydrant testing data and other system information to calibrate the model within reasonable accuracy of the existing system's actual performance.

- c) Utilize the water model to analyze the system pressures, pipe velocities, operation, and available fire flows, under current and projected average day, maximum day, and peak hour demands. The model will be evaluated using both steady state and extended period simulations.
  - d) Evaluate fire hydrant coverage in the system.
  - e) Perform a system storage analysis on the system to determine the recommended volume of storage for current and projected conditions.
  - f) Evaluate the available pumping capacity's ability to meet current and projected demands.
  - g) Identify current system deficiencies and future deficiencies based on the projected demands.
6. Distribution System Improvement Alternatives:
- a) Identify alternatives to address deficiencies and provide water distribution service to areas within the defined service area.
  - b) Alternatives will be developed to a planning level which will indicate general locations and sizes of major water lines, booster pump stations and/or storage requirements. Considerations will be based on cost effectiveness and feasibility of construction.
  - c) Recommended improvement alternatives will be added to the model to evaluate impact to the system.
  - d) The alternatives will be presented to the CLIENT. Information will be revised and refined to incorporate CLIENT's input.
7. Establish Recommended Improvements Program with Estimated Costs:
- a) Determine estimated total project costs for all recommended improvements.
  - b) Determine priority of the recommended improvements based on need, feasibility of construction, capital costs, and maintenance costs.

**E. Additional Responsibilities of CLIENT:**

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein:

- 1. Provide documents, sampling reports, treatment system drawings and operational data, and other system information as requested and available in a timely manner.
- 2. Provide access to system components upon ENGINEER's request.
- 3. Review submitted reports and documents in a timely manner.

**F. Additional Services:**

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

- 1. Additional Fire Hydrant Flow Testing Locations.
- 2. Design or assistance with implementation of any recommended improvements.
- 3. Field survey or geotechnical investigations.
- 4. Evaluation of water supply.

5. Reviewing potential project funding sources for the recommended improvements.

**G. Exclusions:**

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

1. Distribution system water quality evaluation including compliance with regulatory requirements associated with lead and copper, disinfection byproducts, or the Total Coliform Rule.
2. Water quality sampling or testing.

**H. PEC's Fees:**

1. PEC will invoice CLIENT one time per month for services rendered and Reimbursable Expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt. Unpaid invoices may bear interest at the rate of 18% per annum.
2. PEC's Fee for its Scope of Services will be on a lump sum basis in the amount of \$47,500.00.
3. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.