

**CITY COMMISSION MEETING  
Winfield, Kansas**

DATE: Monday, July 17, 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.....Monday, July 10, 2023

**BUSINESS FROM THE FLOOR**

– Citizens to be heard

**NEW BUSINESS**

Ordinances & Resolutions

**Bill No. 2348 – An Ordinance** – Amending Chapter 10, Sections 151, 153, 165, 167, related to Animals, of the Winfield City Code.

**Bill No. 2349 – A Resolution** – of the City of Winfield, Kansas notifying the County Clerk of the intent to a levy a property tax rate exceeding the Revenue Neutral Rate.

**Bill No. 2350 – A Resolution** – Determining the existence of certain nuisances at 2001 Fuller St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

**Bill No. 2351 – A Resolution** – Determining the existence of certain nuisances at 1301 E 7<sup>th</sup> Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

**Bill No. 2352 – A Resolution** – Determining the existence of certain nuisances at 1015 Cherry St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

**Bill No. 2353 – 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. (815 Main St)

**OTHER BUSINESS**

–Consideration of the purchase of a new backhoe loader. Replaces a 1997 JCB Backhoe Loader.

**ADJOURNMENT**

– Next Commission work session 4:00 p.m. Thursday, August 03, 2023  
– Next regular meeting 5:30 p.m. Monday, August 07, 2023

**CITY COMMISSION MEETING MINUTES**  
**Winfield, Kansas**  
**July 10, 2023**

The Board of City Commissioners met in regular session, Monday, July 10, 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 were Taggart Wall, City Manager; Tania Richardson, City Clerk and William E. Muret, City Attorney. Other staff member present was Robbie DeLong, Police Chief.

Mayor Thompson noted all Commissioners present.

Commissioner Hutto moved that the minutes of the June 19, 2023 meeting be approved as presented. Commissioner Butters seconded the motion. With all Commissioners voting aye, motion carried.

**BUSINESS FROM THE FLOOR**

-Angela Shear, 1420 E 6<sup>th</sup> Ave, appeared to speak to the Commissioners about the cats in her neighborhood.

-Jim Masem, 508 E 10<sup>th</sup> Ave, appeared to speak to the Commissioners about trees planted in the area between the sidewalk and curb, and a nuisance property neighbor.

**NEW BUSINESS**

**Bill No. 2345 – A Resolution** – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Cowley County Fair Board). City Manager Wall explains this Resolution will allow the sale of alcoholic liquor during the Cowley County Fair, a special event, from 8:00 a.m. to 11:59 pm, on August 4, 2023, on Fairgrounds Street east of the grandstands. Upon motion by Commissioner Butters, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 2345 was adopted and numbered Resolution No. 3923.

**Bill No. 2346 – A Resolution** – Awarding a Lease Purchase Agreement for Refuse Utility equipment, specifically including a fully equipped Crane Carrier LET2-40/New Way Cobra Magnum equipped 2023 Refuse Truck in the amount of \$268,266, to RCB Bank, Winfield, KS. City Manager Wall explains this Resolution, in conjunction with Ordinance 4200, will authorize entering into a Lease Purchase Agreement with RCB Bank for financing a 2023 Refuse Truck. Upon motion by Commissioner Hutto, seconded by Commissioner Butters, all Commissioners voting aye, contingent upon approval by the City Attorney, Bill No. 2346 was adopted and numbered Resolution No. 4023.

**Bill No. 2347 – A Resolution** – Authorizing the City Manager and the City Clerk of the City of Winfield, Kansas to execute a first amendment to Option and Lease Agreement between the City of Winfield, Kansas and American Towers, LLC. for the purpose of leased land/tower space on City property. City Manager Wall explains this Resolution will amend terms of the current Lease Agreement with American Towers, LLC. Upon motion by Commissioner Hutto, seconded by Commissioner Butters, all Commissioners voting aye, Bill No. 2347 was adopted and numbered Resolution No. 4123.

**ADJOURNMENT**

Upon motion by Commissioner Butters, seconded by Commissioner Hutto, all Commissioners voting aye, the meeting adjourned at 5:53 p.m.

Signed and sealed this 11<sup>th</sup> day of July 2023.

Signed and approved this 17<sup>th</sup> day of July 2023.

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Tania Richardson, City Clerk

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Brenda K. Butters, Presiding Officer

**BILL NO. 2348**

**ORDINANCE NO. 4201**

**AN ORDINANCE**

**AMENDING** Chapter 10, Sections 151, 153, 165, 167, related to Animals, of the Winfield City Code.

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

**Section 1.** Current Sec. 10-151 (c) and (d), Chapter 10 of the Winfield City Code, shall be repealed, replaced and adopted as follows:

(c) *Notification of owner.* If the dog impounded has a current registration tag attached to its collar or if the impounding officer knows the identity of the dog's owner, the owner of such dog, as shown by the records of the city clerk, shall be notified before such dog is disposed of by destruction or adoption. If at the end of three days the animal control officer has been unable to locate the owner, or the owner, upon having been located, refuses to claim or redeem the dog, then the dog may be adopted out, euthanized or otherwise disposed of.

(d) *Procedure when owner is not known.* If the dog impounded has no current registration tag and the identity of the animal's owner is unknown to the animal control officer or the impounding law enforcement officer, then such impounding officer shall, upon taking any such animal into custody and impounding the animal, make a record thereof, with a description of the animal and the date and place taken into custody and the place of impoundment. If within three full business days the owner does not appear to claim the dog, then the dog may be adopted out, euthanized or otherwise disposed of.

**Section 2.** Current Sec. 10-153 (6) and (7), Chapter 10 of the Winfield City Code, shall be repealed, replaced and adopted as follows:

(6) The dog has been impounded for more than three days and the owner or harborer has failed to claim such dog; provided, however, that the dog may be adopted at any time while impounded if the owner of the dog consents to such adoption in writing.

(7) The person wishing to adopt such dog has paid the city the boarding fee as fixed in section 34-10 for each day that the dog has been impounded over the three-day waiting period required by section 10-151.

**Section 3.** Current Sec. 10-165 (d) and (e), Chapter 10 of the Winfield City Code, shall be repealed, replaced and adopted as follows:

(d) *Notification of owner; release.* The city shall notify the owner of the untagged, uncollared or unchipped, impounded cat if the owner is known to the animal control officer or other city official. In order for the cat to be released, the owner must show registration and pay impound fee or pay the necessary fees to register the cat and have proof of the necessary rabies shots or acquire the necessary

rabies shots for the cat. If at the end of three days the animal control officer has been unable to locate the owner, or the owner, upon having been located, refuses to claim or redeem the cat, then the cat may be adopted out, euthanized or otherwise disposed of.

(e)*Procedure when owner is not known.* If the cat impounded has no current registration and the identity of the animal's owner is unknown to the animal control officer or the impounding law enforcement officer, then such impounding officer shall, upon taking any such animal into custody and impounding the animal, make a record thereof, with a description of the animal and the date and place taken into custody and the place of impoundment. If within three full business days the owner does not appear to claim the cat then the cat may be adopted out, euthanized or otherwise disposed of.

**Section 4.** Current Sec. 10-167 (6) and (7), Chapter 10 of the Winfield City Code, shall be repealed, replaced and adopted as follows:

(6)The cat has been impounded for more than three days and the owner or harborer has failed to claim such cat; provided, however, that the cat may be adopted at any time while impounded if the owner of the cat consents to such adoption in writing.

(7)The person wishing to adopt such cat has paid the city the boarding fee as fixed in section 34-10 for each day that the cat has been impounded over the three-day waiting period required by section 10-165.

**Section 5.** This ordinance shall be in full force and effect after its publication in the official city newspaper.

**ADOPTED** this 17th day of July 2023.

**CITY OF WINFIELD, KANSAS**

ATTEST:

By \_\_\_\_\_  
Brenda K. Butters, Presiding Officer

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

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

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



## Request for Commission Action

**Date:** July 12, 2023

**Requestor:** Taggart Wall, City Manager

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**Action Requested:** Consideration of the certification of intent to exceed the Revenue Neutral Rate.

**Analysis:** The City Commission has held budget workshops and other presentations with City staff and outside agencies beginning in April and continuing through the summer months.

The proposed mill levy of 50.750 will lower the mill levy 3.678 mills, establishing the lowest mill rate since 2008. Over the ten-year period from 2013 to 2022, inflation is estimated at 26%, while Winfield property tax collections increased approximately 20%. This is evidence of the commitment to live within our means—while still providing the standards of services our citizens expect.

The attached certification means that the City intends to exceed the state directed "Revenue Neutral Rate". A revenue neutral rate means that the City would collect no more tax dollars than the year before.

A hearing for the consideration of exceeding the RNR is set for September 5<sup>th</sup> at 5:30p.m. at City Hall. The City will hold a budget hearing the same evening and consider final adoption of the budget on September 18<sup>th</sup>. The County will notify property owners via mail.

While there may be some movement in the full budget between now and late July, this certification sets the ceiling for property taxes levied. We have time and will publish notices informing more about the details of the budget and hearings set for citizen feedback on services proposed in the budget.

### 2023 Mill Levy Comparison

Arkansas City	70.044
Wellington	60.968
Augusta	59.593
El Dorado	58.664
Winfield	54.428
McPherson	51.618



## Request for Commission Action

For the taxing funds, the main driver in increased property tax collections is targeted wage adjustments for police and fire-ems first responders and parks staff. The City has been working over the last few years to make targeted market based changes to wages in the organization and will continue to do so as able and warranted. Additional inflationary pressures include increased cloud-based software costs, property and liability insurance costs and chemical costs for operating the Aquatic Center.

The City maintains an A+ credit rating and recently completed the 2022 Financial Audit with an unmodified clean opinion and no deficiencies or violations noted by The Loyd Group accounting firm of Galva, Kansas.

The total preliminary 2024 net budget expenditures are approximately \$61.5 million. The total 2022 actual expenses were \$75.1 million. 2022 expenses were significantly higher due to increased energy market costs on electric and natural gas supply. We forecasted those energy costs to reduce into 2023—and that is reflected in current customer bills. Electric energy charges to customers are as low, currently, as they were in 2013. This is due to decreased market costs and changes in our power supply portfolio. Natural gas markets have also retreated significantly, and those savings are passed on to our customers as well. 2024 energy is forecasted to be generally in line with 2023. Inflationary pressures in materials and supplies for the utility funds as a whole are present including chemical costs for water treatment which have nearly doubled in the last three years.

The preliminary 2024 budget contains needed upgrades to infrastructure and facilities including the planned construction of the police station. Other improvements include: various side street maintenance and repair, ambulance radio replacement, police vehicle radio replacement, police and ambulance vehicle replacement, extensions of utility services at the Winfield City Lake, waterline replacement at Highland Cemetery and door replacement at the Operations Center.

### **Fiscal Impact:**

**Attachments:** Rate Certification Form, Resolution, Misc Documents

# County Clerk's Office

## INDICATION OF REVENUE NEUTRAL RATE

**PURSUANT TO K.S.A 79-1460, 79-1801, 79-2024, 79-2925c**

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Please indicate below whether your governing body will be exceeding the Revenue Neutral rate:

Yes, we intend to exceed the Revenue Neutral Rate and our proposed mill levy is \_\_\_\_\_

The date of the Hearing is \_\_\_\_\_ at \_\_\_\_\_ and will be held at \_\_\_\_\_  
in \_\_\_\_\_, KS

No, we do not plan to exceed the Revenue Neutral Rate and will submit our budget to the County Clerk on or before August 25, 2023.

\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
Title

\_\_\_\_\_  
Tax District



**A RESOLUTION**

**A RESOLUTION OF THE CITY OF WINFIELD, KANSAS NOTIFYING THE COUNTY CLERK OF THE INTENT TO A LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE.**

**WHEREAS**, the Revenue Neutral Rate for the City of Winfield was calculated as 46.638 mills by the Cowley County Clerk; and

**WHEREAS**, the budget proposed by the Governing Body of the City of Winfield will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

**WHEREAS**, the Governing Body will hold a hearing on September 5th, 2023, allowing all interested taxpayers desiring to be heard an opportunity to give oral testimony; and

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

The City of Winfield notifies the County Clerk of the intent to levy a property tax rate exceeding the Revenue Neutral Rate of 46.638 mills.

This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body.

**ADOPTED** this 17th day of July 2023, and **SIGNED** by the Mayor.

(SEAL)

\_\_\_\_\_  
Brenda K. Butters, Presiding Officer

ATTEST:

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

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

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

Tax Year:  
2023

COUNTY CLERK'S BUDGET INFORMATION FOR THE 2024 BUDGET  
CMBLT032

Date - Time:  
2023/06/08 - 10:19:00

WINFIELD

Municipality

1. Estimated Assessed Valuation Information as of July 1, 2023

	Estimated Assd Valuation	Territory Added	Property With Changed Use
Real Estate	87,585,351	0	6,355,434
Personal Property	3,760,823	0	0
Oil and Gas	12,393	0	0
State Assessed Utilities	1,932,051	0	0
Severed Minerals	0	0	0
<b>Total</b>	<b>93,290,618</b>	<b>0</b>	<b>6,355,434</b>
New Improvements	728,863	0	
Remodel	278,859	0	

2. All Personal Property excluding Watercraft 3,773,216

3. Actual Tax Rates Levied for the 2023 Budget

Fund	Rate
WINFIELD - BOND & INTEREST FUND	7.387000
WINFIELD - GENERAL FUND	39.070000
WINFIELD - INDUSTRIAL DEVELOPMENT FUND	0.127000
WINFIELD - LIBRARY FUND	6.196000
WINFIELD - SPECIAL LIABILITY EXPENSES	1.648000
	<b>54.428000</b>

Revenue Neutral Rate: 46.638000

4. Final Assessed Valuation from November 1, 2022 Abstract 79,933,760

5. All Personal Property excluding Watercraft for 2022 3,962,132

6. Gross Earning (Intangible) Tax Estimate 0.00

7. Neighborhood Revitalization District Valuation Subject to Rebates 1,338,585

8. 2022 Column (2021 Tax) Delq % for WINFIELD - GENERAL FUND Fund 1.42 %

9. 2022 Column (2021 Tax) Delq % for Special Assessments 6.09 %

Tax Increment Financing - TIF/RHID:

TIF/RHID Base Assessed Valuation 0

TIF/RHID Current Assessed Valuation 0

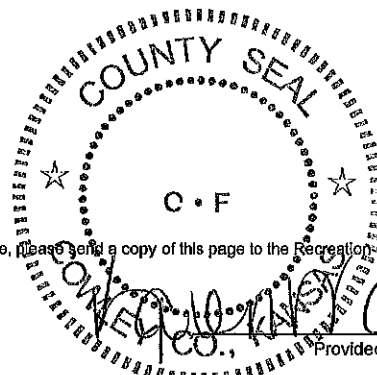
*TIF/RHID is not subtracted from Real Estate Value.*

10. Watercraft Taxes 2,746.70

If you have any Recreation Commissions funds listed on this page, please send a copy of this page to the Recreation Commission.

06/08/2023

Date



Provided by

COWLEY COUNTY

Name of County

the county clerk shall notify the governing body of any taxing district affected thereby.

(f) The provisions of this section shall be applicable to all taxable years commencing after December 31, 2011, ~~2018, and all taxable years thereafter.~~

(g) *Notwithstanding any provision of subsection (c) to the contrary, an application for relief as permitted by subsection (b) may be made for abatement of property taxes assessed but not yet paid, or for a grant of a credit for assessed property taxes paid, or for both, as the case may be, and may be made on or before December 20, 2022, for taxable years 2019 and 2020.*

Sec. 36. K.S.A. 79-2930 is hereby amended to read as follows: 79-2930. (a) Two copies of the budget certificate giving the amount of ad valorem tax to be levied and the total amount of the adopted budget of expenditures by fund, along with itemized budget forms for each and every fund and proof of publication of the notice of budget hearing containing the budget summary shall be presented to the county clerk within the time prescribed by K.S.A. 79-1801, and amendments thereto. ~~Beginning in 2009,~~ All such budget information shall be filed electronically with the county clerk. Where action has been taken under any statute to increase the amount of tax to be levied authorized by law, a statement showing the increased amount or tax levy rate voted, or a copy of the charter resolution or ordinance making the change, shall be attached to the budget each year the change is in effect.

(b) The county clerk shall make any reductions to the ad valorem tax to be levied, compute the tax levy rates based on the final equalized assessed valuation, and enter such on the budget certificate before attesting the budget, except that with regard to levies made under K.S.A. 75-2551, and amendments thereto, such levies shall be based upon the certified preliminary abstract of property values submitted to the director of property valuation pursuant to K.S.A. 79-1604, and amendments thereto. *Beginning in 2022, on or before December 31 each year,* a copy of all budgets for taxing subdivisions of the county, properly attested, shall be filed with the director of accounts and reports, along with a copy of the tax levy rate summary ~~required of the county treasurer by K.S.A. 79-2002, and amendments thereto.~~ *Beginning in 2009,* All such budget information shall be filed electronically with the director of accounts and reports.

(c) Each fund of the adopted budget certified to the county clerk in no event shall exceed the amount of ad valorem tax to be levied and the proposed expenditures of such fund in the proposed budget as originally published. The governing body of each taxing subdivision shall not certify an amount of ad valorem taxes to be levied that is in excess of any tax levy rate or amount limitations or any aggregate tax levy limitations. The governing bodies, in fixing the amount may take into consideration and make allowance for the taxes which may not be paid, such allowance, however, shall not exceed by more than 5% the percentage of delinquency for the preceding tax year.

Sec. 37. K.S.A. 2021 Supp. 79-2988 is hereby amended to read as follows: 79-2988. (a) On or before June 15 each year, the county clerk shall calculate the revenue neutral rate for each taxing subdivision and include such revenue neutral rate on the notice of the estimated assessed valuation provided to each taxing subdivision for budget purposes. The director of accounts and reports shall modify the prescribed budget information form to show the revenue neutral rate.

(b) No tax rate in excess of the revenue neutral rate shall be levied by the governing body of any taxing subdivision unless a resolution or ordinance has been approved by the governing body according to the following procedure:

(1) At least 10 days in advance of the public hearing, the governing body shall publish notice of its proposed intent to exceed the revenue neutral rate by publishing notice: (A) On the website of the governing body, if the governing body maintains a website; and

(B) in a weekly or daily newspaper of the county having a general

circulation therein. The notice shall include, but not be limited to, its proposed tax rate, its revenue neutral rate and the date, time and location of the public hearing.

(2) On or before July 20, the governing body shall notify the county clerk of its proposed intent to exceed the revenue neutral rate and provide the date, time and location of the public hearing and its proposed tax rate. For all tax years commencing after December 31, 2021, the county clerk shall notify each taxpayer with property in the taxing subdivision, by mail directed to the taxpayer's last known address, of the proposed intent to exceed the revenue neutral rate at least 10 days in advance of the public hearing. Alternatively, the county clerk may transmit the notice to the taxpayer by electronic means at least 10 days in advance of the public hearing, if such taxpayer and county clerk have consented in writing to service by electronic means. The county clerk shall consolidate the required information for all taxing subdivisions relevant to the taxpayer's property on one notice. The notice shall be in a format prescribed by the director of accounts and reports. The notice shall include, but not be limited to:

(A) The revenue neutral rate of each taxing subdivision relevant to the taxpayer's property;

(B) the proposed property tax revenue needed to fund the proposed budget of the taxing subdivision, if the taxing subdivision notified the county clerk of its proposed intent to exceed its revenue neutral rate;

(C) the proposed tax rate based upon the proposed budget and the current year's total assessed valuation of the taxing subdivision, if the taxing subdivision notified the county clerk of its proposed intent to exceed its revenue neutral rate;

(D) *the percentage by which the proposed tax rate exceeds the revenue neutral rate;*

(E) the tax rate and property tax of each taxing subdivision on the taxpayer's property from the previous year's tax statement;

~~(F)~~ the appraised value and assessed value of the taxpayer's property for the current year;

~~(G)~~ the estimates of the tax for the current tax year on the taxpayer's property based on the revenue neutral rate of each taxing subdivision and any proposed tax rates that exceed the revenue neutral rates;

~~(H)~~ the difference between the estimates of tax based on the proposed tax rate and the revenue neutral rate on the taxpayer's property described in subparagraph ~~(F)~~ (G) for any taxing subdivision that has a proposed tax rate that exceeds its revenue neutral rate; and

~~(I)~~ the date, time and location of the public hearing of the taxing subdivision, if the taxing subdivision notified the county clerk of its proposed intent to exceed its revenue neutral rate.

Although the state of Kansas is not a taxing subdivision for purposes of this section, the notice shall include a statement of the statutory mill levies imposed by the state and the estimate of the tax for the current year on the taxpayer's property based on such levies.

(3) The public hearing to consider exceeding the revenue neutral rate shall be held not sooner than August 20 and not later than September 20. The governing body shall provide interested taxpayers desiring to be heard an opportunity to present oral testimony within reasonable time limits and without unreasonable restriction on the number of individuals allowed to make public comment. The public hearing may be conducted in conjunction with the proposed budget hearing pursuant to K.S.A. 79-2929, and amendments thereto, if the governing body otherwise complies with all requirements of this section. Nothing in this section shall be construed to prohibit additional public hearings that provide additional opportunities to present testimony or public comment prior to the public hearing required by this section.

(4) A majority vote of the governing body, by the adoption of a resolution or ordinance to approve exceeding the revenue neutral rate,

shall be required prior to adoption of a proposed budget that will result in a tax rate in excess of the revenue neutral rate. Such vote of the governing body shall be conducted at the public hearing after the governing body has heard from interested taxpayers *and shall be a roll call vote*. If the governing body approves exceeding the revenue neutral rate, the governing body shall not adopt a budget that results in a tax rate in excess of its proposed tax rate as stated in the notice provided pursuant to this section. *A copy of the resolution or ordinance to approve exceeding the revenue neutral rate and a certified copy of any roll call vote reporting, at a minimum, the name and vote of each member of the governing body related to exceeding the revenue neutral rate, whether approved or not, shall be included with the adopted budget, budget certificate and other budget forms filed with the county clerk and the director of accounts and reports and shall be published on the website of the department of administration.*

(c) (1) Any governing body subject to the provisions of this section that does not comply with subsection (b) shall refund to taxpayers any property taxes over-collected based on the amount of the levy that was in excess of the revenue neutral rate.

(2) *Any taxpayer of the taxing subdivision that is the subject of the complaint or such taxpayer's duly authorized representative may file a complaint with the state board of tax appeals by filing a written complaint, on a form prescribed by the board, that contains the facts that the complaining party believes show that a governing body of a taxing subdivision did not comply with the provisions of subsection (b) and that a reduction or refund of taxes is appropriate. The complaining party shall provide a copy of such complaint to the governing body of the taxing subdivision making the levy that is the subject of the complaint. Notwithstanding K.S.A. 74-2438a, and amendments thereto, no filing fee shall be charged by the executive director of the state board of tax appeals for a complaint filed pursuant to this paragraph. The governing body of the taxing subdivision making the levy that is the subject of the complaint shall be a party to the proceeding. Notice of any summary proceeding or hearing shall be served upon such governing body, the county clerk, the director of accounts and reports and the complaining party. It shall be the duty of the governing body to initiate the production of evidence to demonstrate, by a preponderance of the evidence, the validity of such levy. If upon a summary proceeding or hearing, it shall be made to appear to the satisfaction of the board that the governing body of the taxing subdivision did not comply with subsection (b), the state board of tax appeals shall order such governing body to refund to taxpayers the amount of property taxes over collected or reduce the taxes levied, if uncollected. The provisions of this subsection/paragraph shall not be construed as prohibiting any other remedies available under the law.*

(d) *On and after January 1, 2022, in the event that the 20 mills levied by a school district pursuant to K.S.A. 72-5142, and amendments thereto, increases the property tax revenue generated for the purpose of calculating the revenue neutral rate from the previous tax year and such amount of increase in revenue generated from the 20 mills is the only reason the school district would exceed the total property tax revenue from the prior year, the school district shall be deemed to not have exceeded the revenue neutral rate in levying a tax rate in excess of the revenue neutral rate to take into account the increase in revenue from only the 20 mills.*

(e) (1) Notwithstanding any other provision of law to the contrary, if the governing body of a taxing subdivision must conduct a public hearing to approve exceeding the revenue neutral rate under this section, the governing body of the taxing subdivision shall certify, on or before October 1, to the proper county clerk the amount of ad valorem tax to be levied.

(2) *If a governing body of a taxing subdivision did not comply with the provisions of subsection (b) and certifies to the county clerk an amount of ad valorem tax to be levied that would result in a tax rate in*

*excess of its revenue neutral rate, the county clerk shall reduce the ad valorem tax to be levied to the amount resulting from such taxing subdivision's revenue neutral rate.*

(e)(f) As used in this section:

(1) "Taxing subdivision" means any political subdivision of the state that levies an ad valorem tax on property.

(2) "Revenue neutral rate" means the tax rate for the current tax year that would generate the same property tax revenue as levied the previous tax year using the current tax year's total assessed valuation. To calculate the revenue neutral rate, the county clerk shall divide the property tax revenue for such taxing subdivision levied for the previous tax year by the total of all taxable assessed valuation in such taxing subdivision for the current tax year, and then multiply the quotient by 1,000 to express the rate in mills. The revenue neutral rate shall be expressed to the third decimal place.

(f)(g) In the event that a county clerk incurred costs of printing and postage that were not reimbursed pursuant to K.S.A. 2021 Supp. 79-2989, and amendments thereto, such county clerk may seek reimbursement from all taxing subdivisions required to send the notice. Such costs shall be shared proportionately by all taxing subdivisions that were included on the same notice based on the total property tax levied by each taxing subdivision. Payment of such costs shall be due to the county clerk by December 31.

~~(g) The provisions of this section shall take effect and be in force from and after January 1, 2021.~~

(h) *The department of administration or the director of accounts and reports shall make copies of adopted budgets, budget certificates, other budget documents and revenue neutral rate documents available to the public on the department of administration's website on a permanently accessible web page that may be accessed via a conspicuous link to that web page placed on the front page of the department's website. The department of administration or the director of accounts and reports shall also make the following information for each tax year available on such website:*

- (1) A list of taxing subdivisions by county;*
- (2) whether each taxing subdivision conducted a hearing to consider exceeding its revenue neutral rate;*
- (3) the revenue neutral rate of each taxing subdivision;*
- (4) the tax rate resulting from the adopted budget of each taxing subdivision; and*
- (5) the percent change between the revenue neutral rate and the tax rate for each taxing subdivision.*

Sec. 38. K.S.A. 79-3220 is hereby amended to read as follows: 79-3220. (a) (1) Each individual required to file a federal income tax return and any other individual whose gross income exceeds the sum of such individual's applicable Kansas standard deduction amount and Kansas personal exemption amount shall each make and sign a return or statement stating specifically such items as are required by the forms and rules and regulations of the secretary of revenue. If any individual is unable to make a return, the return shall be made by a duly authorized agent or by the guardian or other person charged with the care of the person or property of such taxpayer. Notwithstanding any provision of the Kansas income tax act to the contrary, all individuals not required to file a Kansas income tax return hereunder shall not be liable for any tax imposed pursuant to such act.

(2) In accordance with the provisions of K.S.A. 75-5151a, and amendments thereto, an individual who is required to file a return may file such return by electronic means in a manner approved by the secretary of revenue. A paid preparer who prepares 50 or more returns per year shall file by electronic means not less than 90% of such returns eligible for electronic filing. The requirements of this subsection may be waived by the secretary of revenue for a paid preparer if the paid preparer demonstrates a hardship in complying with the requirements of this subsection.



## Request for Commission Action

Date: July 17, 2023

Requestor: Trevor Langer, Environmental Inspector

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Action Requested: Seeking consideration for the approval of Nuisance Resolutions determining the existence of a nuisance at:

2001 Fuller St: wood, rubbish, and debris  
1301 E 7<sup>th</sup> Ave: wood, rubbish, and debris.  
1015 Cherry St: wood, rubbish, and debris.

Analysis: The owners and tenants of all properties listed were sent notification via certified letter.

Fiscal Impact: Unknown fiscal impact at this time. Once approved, a contractor will be assigned to remove the nuisances and the owners will be billed for the cost of the removal as well as an administrative fee of \$100.

### Attachments:

**Nuisance Resolution – 2001 Fuller St - 2 Photos**  
**Nuisance Resolution – 1301 E 7<sup>th</sup> Ave - 2 Photos**  
**Nuisance Resolution – 1015 Cherry St - 2 Photos**



Request for Commission Action  
2001 Fuller St-





Request for Commission Action  
1301 E 7th





Request for Commission Action  
**1015 Cherry St**





**A RESOLUTION**

**DETERMINING** the existence of certain nuisances at **2001 Fuller St** in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

---

**WHEREAS**, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

**WHEREAS**, the City's inspector, on or about the 10<sup>th</sup> day of June 2022 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

**Section 1.** The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: Michael E French  
2001 Fuller St  
Winfield, KS 67156

Occupant: Michael E French  
2001 Fuller St  
Winfield, KS 67156

Legal Description: 305 WINFIELD SOUTH SUNNYSIDE ADD, BLOCK 180, Lot 1

Nature of Nuisance: A nuisance consisting of a large accumulation of wood, rubbish, and debris in back yard creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined to be of value will be moved so that cleanup can be accomplished in an effective and thorough manner. Other items determined to be a nuisance will be disposed of by the contractor.

**Section 2.** The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

**Section 3.** This resolution shall be in full force and effect from and after its passage and approval.

**ADOPTED** this 17th day of July 2023.

(SEAL)

\_\_\_\_\_  
Brenda K. Butters, Presiding Officer

ATTEST:

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

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

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

**A RESOLUTION**

**DETERMINING** the existence of certain nuisances at **1301 E 7<sup>th</sup> Ave** in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

---

**WHEREAS**, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

**WHEREAS**, the City's inspector, on or about the 9<sup>th</sup> day of May 2023 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

**Section 1.** The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: David M Mennecke  
Amy Elizabeth Payne-Wells  
1301 E 7<sup>th</sup> Ave  
Winfield, KS 67156

Occupant: David M Mennecke  
Amy Elizabeth Payne-Wells  
1301 E 7<sup>th</sup> Ave  
Winfield, KS 67156

Legal Description: 301 WINFIELD CENTRAL, CENTRAL PARK ADD, BLOCK  
16, E1/2 LT 7 & ALL LT 6

Nature of Nuisance: A nuisance consisting of a large accumulation of wood, rubbish, and debris in back yard creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined to be of value will be moved so that cleanup can be accomplished in an effective and thorough manner. Other items determined to be a nuisance will be disposed of by the contractor.

**Section 2.** The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

**Section 3.** This resolution shall be in full force and effect from and after its passage and approval.

**ADOPTED** this 17<sup>th</sup> day of July, 2023.

(SEAL)

\_\_\_\_\_  
Brenda K. Butters, Presiding Officer

ATTEST:

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

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

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

**A RESOLUTION**

**DETERMINING** the existence of certain nuisances at **1015 Cherry St** in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

---

**WHEREAS**, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

**WHEREAS**, the City's inspector, on or about the 22<sup>nd</sup> day of July 2022 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

**Section 1.** The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: Clyde Brake  
1015 Cherry St  
Winfield, KS 67156

Occupant: Clyde Brake  
1015 Cherry St  
Winfield, KS 67156

Legal Description: 301 WINFIELD CENTRAL, THOMPSON'S ADD, BLOCK 330,  
N70 E1/2 LT 11 & N70 LT 12

Nature of Nuisance: A nuisance consisting of a large accumulation of wood, rubbish, and debris in front yard creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined to be of value will be moved so that cleanup can be accomplished in an effective and thorough manner. Other items determined to be a nuisance will be disposed of by the contractor.

**Section 2.** The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

**Section 3.** This resolution shall be in full force and effect from and after its passage and approval.

**ADOPTED** this 17<sup>th</sup> day of July, 2023.

(SEAL)

\_\_\_\_\_  
Brenda K. Butters, Presiding Officer

ATTEST:

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

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

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



**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. (815 Main St)

---

**WHEREAS**, on **April 26<sup>th</sup>, 2023**, the Environmental Inspector of the City of Winfield, Kansas, acting as the enforcing officer pursuant to K.S.A. 12-1750 Supp. et. Seq., filed with the Governing Body of said City, a statement in writing that certain structures hereinafter described are unsafe for human habitation and/or dangerous.

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

**Section 1.** A hearing will be held on **September 5th, 2023**, at 5:30 p.m. in the Community Council Room, City Hall, 200 East Ninth Avenue, Winfield, Kansas, at which time the owners, their agents, lien holders of record and any occupants of said structures legally described below:

Structure(s), *A building* on a tract of land legally described as; Lots 7 and 8, Block 108, Winfield, Cowley County, Kansas,

may appear and show cause why said structure(s) should not be condemned as unsafe and dangerous and ordered repaired or demolished.

**Section 2.** The City Clerk is hereby directed to have this Resolution published twice in the official city newspaper once each week for two consecutive weeks on the same day of each week and shall give notice to said person or persons in the manner provided by K.S.A. 12-1750 Supp. et. seq.

**Section 3.** This Resolution shall be in full force and effect from and after its adoption and publication in the official city newspaper.

**ADOPTED** this 17th day of July 2023.

(SEAL)

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Brenda K. Butters, Presiding Officer

ATTEST:

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Tania Richardson, City Clerk

Approved as to form: 

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William E. Muret, City Attorney

Approved for Commission action: 

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Taggart Wall, City Manager/sm



## Request for Commission Action

**Date:** July 12, 2023

**Requestor:** Beau Bailey

---

**Action Requested:** Consideration of the purchase of a new backhoe loader.

- Replaces a 1997 JCB Backhoe Loader.

**Analysis:** Two bids were solicited from very reputable dealers in the Wichita area for machines comparable to one another.

Murphy Tractor and Equipment provided pricing for a John Deere 320 P-Tier Backhoe Loader with 60 months/2000-hour warranty. \$149,100.00 Availability 60- 90 days.

Foley Equipment provided pricing for a Caterpillar 420 XE Backhoe Loader with 84 months/4000-hour warranty. \$150,000.00 Availability 30-60 days.

Each are equipped virtually the same with the same capabilities and only slight differences mechanically in how they achieve certain functions. After examining the bids more closely the real difference in cost is in the warranty. If Foley Equipment reduced the warranty to 60 months/2000-hour the price is \$1288.00 less, however we believe the more extended warranty is worth the extra expense.

Recommendation is to proceed with the purchase of the Caterpillar Backhoe Loader from Foley Equipment.

**Fiscal Impact:** Budgeted expense for 2023, will be paid from equipment reserve funds that have been transferred over last several years.

**Attachments:**



## SALES AGREEMENT

DATE Jun 22, 2023

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

CUSTOMER	CITY OF WINFIELD				
STREET ADDRESS	PO BOX 646				
S O L D	CITY/STATE	WINFIELD, KS	COUNTY	COWLEY	S H I P
	POSTAL CODE	67156-0646	PHONE NO.	620 221 5600	
T O	CUSTOMER CONTACT:	EQUIPMENT			T O
	PRODUCT SUPPORT				
INDUSTRY CODE:	LEGISLATIVE BODIES	PRINCIPAL WORK CODE			Shipping Term:
	(CITY/COUNTY) (9121)				
CUSTOMER NUMBER	146510	Sales Tax Exemption # (if applicable)		CUSTOMER PO NUMBER (For reference only)	
		KS0XFR70CV			
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
T E R M S	NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES
	CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	CONTRACT INTEREST RATE 0
	PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS 0
					OPTIONAL BUY-OUT \$0.00
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR		MODEL: 420XE-07IT		YEAR: 2023	
STOCK NUMBER: VGN1389		SERIAL NUMBER: 0H9X02523			
420 XE 07A BACKHOE LOADER CFG1	563-5593	STABILIZER PADS, FLIP-OVER	9R-6007	2023 MODEL	
STICK, EXTENDABLE, 14FT	543-4284	INSTRUCTIONS, ANSI	559-0872	QUICK COUPLER - WGN01244	WGN0-1244
PT, 4WD/2WS, AUTOSHIFT, LTC	544-0926	SERIALIZED TECHNICAL MEDIA KIT	421-8926	BK420FP24 - WGN00133	2193396
ENGINE, 82KW, C3.6 DITA, T4F	542-7780	RIDE CONTROL	551-6453	BK420FP36 - VGN03155	0P0070
HYD, MP, 6FCN/8BNK, EH, QC	542-7775	COUPLING, QD, THREADED WITH CAPS	456-3390	TH420FH - WGN00796	0P0070
LOADER, ST, PL, QUICK COUPLER	529-5931	LINES, COMBINED AUX, E-STICK	548-1231	FK420FT54 - WGN00890	0P0070
CAB, DELUXE	544-0883	AUTO-UP STABILIZERS	567-5090		
DISPLAY, TOUCH SCREEN	545-5048	BEACON, MAGNETIC MOUNT	211-4292		
WORKLIGHTS (8) HALOGEN LAMPS	491-6734	STANDARD RADIO (12V)	540-2298		
SEAT, DELUXE FABRIC	558-9623	USB POWER PORT	553-5854		
BELT, SEAT, 2" SUSPENSION	206-1747	COLD WEATHER PACKAGE, 120V	551-6940		
AIR CONDITIONER, T4F	542-7810	PACK, DOMESTIC TRUCK	0P-0210		
PRODUCT LINK, CELLULAR, PLE643	560-6797	SHIPPING/STORAGE PROTECTION	461-6839		
TIRES, 340 80R18/500/70-24 MI	320-2385	RUST PREVENTATIVE APPLICATOR	462-1033		
COUNTERWEIGHT, 1015 LBS	337-9696	420 LANE 3 ZCON	626-9390		
TRADE-IN EQUIPMENT			SELL PRICE		\$150,000.00
MODEL:	YEAR:	SN.:	EXT WARRANTY		Included
PAYOUT TO:	AMOUNT:	PAID BY:	NET BALANCE DUE		\$150,000.00
MODEL:	YEAR:	SN.:	PLUS APPLICABLE TAXES CALCULATED AT DELIVERY		\$150,000.00
PAYOUT TO:	AMOUNT:	PAID BY:	ACH Information:		
MODEL:	YEAR:	SN.:	Bank = Wells Fargo NA		
PAYOUT TO:	AMOUNT:	PAID BY:	ABA number 121000248		
MODEL:	YEAR:	SN.:	Account number 4121956387		
PAYOUT TO:	AMOUNT:	PAID BY:	Email remittance advice to ACHPMTS@foleyeq.com		
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY FOLEY AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			Customer responsible for all applicable taxes at the time of delivery.		
CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO FOLEY AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.					
<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY			<input type="checkbox"/> USED EQUIPMENT WARRANTY		
INITIAL			INITIAL		
The Customer acknowledges that they have received a copy of the Foley Equipment Company and/or Caterpillar Warranty as applicable and have read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The Customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.			All used equipment is sold as is where is and no warranty is offered or implied except as specified here:		
Warranty applicable including expiration date where necessary:			Warranty applicable:		
12 months unlimited hours					
420-84 MO/4000 HR POWERTRAIN + HYDRAULICS + TECH					
CSA:					
NOTES:					

This order is not valid until approved by Sales Manager

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE NEXT PAGE

Foley Equipment Company

PURCHASER

ORDER RECEIVED BY

Treto, Ulises

REPRESENTATIVE

APPROVED AND ACCEPTED ON

CITY OF WINFIELD

PURCHASER

SALES MANAGER BY

SIGNATURE

TITLE

# TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

Customer's Initials

June 15, 2023

To whom it may concern:

The City of Winfield is requesting a proposal for a Cat 420XE Backhoe Loader with all standard equipment.

Additional options are listed below:

- Extendable boom with hydraulic thumb
- Quick attach – front and rear
- Multi-purpose bucket – 1.3 yd
- Forks – 60"
- Ride Control
- 24" & 36" Backhoe Bucket
- Warranty

Please have proposal submitted to [dfullhart@winfieldks.org](mailto:dfullhart@winfieldks.org) by end of business day, June 30<sup>th</sup>, 2023.

If you have any questions, please contact us at 620.221.5600 or email [dfullhart@winfieldks.org](mailto:dfullhart@winfieldks.org).

List A

Bucket m.p. ~~216-8810~~ 216-8810 - ~~216-8810~~

24' BH Bucket - WG100133

36' " - VG103155 / Forks - WG100890

Thumb - WG100796

Install -

Best regards,



Beau Bailey  
Underground Utilities Supervisor