

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Tuesday, January 16, 2024
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDERMayor Brenda K. Butters
ROLL CALL.....City Clerk, Tania Richardson
MINUTES OF PRECEDING MEETING.....Tuesday, January 02, 2024

OATHS OF OFFICE

-Oath of office for Mayor Brenda K. Butters

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 2402 – A Resolution – Authorizing the City Manager and the City Clerk of the City of Winfield, Kansas to execute a Utility Agreement No. 006242032 between the Secretary of Transportation of the State of Kansas and the City of Winfield, Kansas, providing contractual terms and conditions related to the adjustment, alteration, or relocation of City facilities so the Secretary may construct certain projects and the City may maintain present services.

Bill No. 2403 – A Resolution – Authorizing the City Manager and the City Clerk of the City of Winfield, Kansas to execute a Utility Agreement No. 006242033 between the Secretary of Transportation of the State of Kansas and the City of Winfield, Kansas, providing contractual terms and conditions related to the adjustment, alteration, or relocation of City facilities so the Secretary may construct certain projects and the City may maintain present services.

Bill No. 2404 – A Resolution – Authorizing the City Manager and the City Clerk of the City of Winfield, Kansas to execute a Utility Agreement No. 006242034 between the Secretary of Transportation of the State of Kansas and the City of Winfield, Kansas, providing contractual terms and conditions related to the adjustment, alteration, or relocation of City facilities so the Secretary may construct certain projects and the City may maintain present services.

OTHER BUSINESS

- Consider acquisition of a new Altec Model AT41M Service Bucket truck.
- Consider awarding a contract for tree removal

ADJOURNMENT

- Next regular work session Thursday, February 1, 2024 at 4:00 p.m.
- Next regular meeting Monday, February 05, 2024.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
January 2, 2024

The Board of City Commissioners met in regular session, Tuesday, January 02, 2024 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Gregory N. Thompson presiding. Commissioners Ronald E. Hutto and Brenda K. Butters 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 Jerred Schmidt, Director of Information Systems.

Mayor Thompson noted all Commissioners present.

Commissioner Butters moved that the minutes of the December 18, 2023 Meeting, and the minutes of the December 22, 2023 Special Called Meeting be approved. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

OATHS OF OFFICE

City Clerk Richardson administered the Oath of Office to Commissioners Ronald E. Hutto and Gregory N. Thompson.

Mayor Thompson moved to nominate Commissioner Butters as Mayor. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

Commissioner Thompson moved to nominate Commissioner Ronald E. Hutto as Presiding Officer. Motion was seconded by Mayor Butters. With all Commissioners voting aye, motion carried.

PRESENTATION

Mayor Butters presented a Service Award to outgoing Mayor Thompson to recognize his service the past year as Mayor to the City of Winfield.

BUSINESS FROM THE FLOOR

-Jim Masem, 508 E 10th Ave, appeared to speak to the Commissioners about snow removal at Braums.

NEW BUSINESS

Bill No. 2401 – A Resolution – Authorizing and directing the City Manager of the City of Winfield, Kansas to execute an agreement between the City of Winfield and Environmental Systems Research Institute, Inc. ("Esri"), regarding The Esri Small Municipal and County Government Enterprise Agreement (SGEA). Director of Information Systems Schmidt explained to the Commission that this is a three-year renewal of GIS software agreement with Esri, and includes an increase of \$2,000. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 2401 was adopted and numbered Resolution No. 0124.

OTHER BUSINESS

Commissioner Hutto made a motion to amend the City Manager's employment agreement to include an increase in base compensation of 6%. Commissioner Thompson seconded the motion. With all Commissioners voting aye, motion carried.

ADJOURNMENT

Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, the meeting adjourned at 5:45 p.m.

Signed and sealed this 3rd day of January 2024.

Signed and approved this 16th day of January 2024.

Tania Richardson, City Clerk

Brenda K. Butters, Mayor



Request for Commission Action

Date: January 11, 2024

Requestor: Taggart Wall, City Manager

Action Requested: Consider approval of utility agreements for the relocation of utilities related to a planned KDOT highway project adjacent to Strother Field.

Analysis: As long planned and discussed, KDOT is planning for a major replacement project of the US 77 highway between Winfield and Arkansas City. As part of that project, the highway will shift east near Strother Field in an effort to accommodate a future interchange (not planned in this project). To accomplish this realignment, utility providers must move utilities out of the proposed new right-of-way prior to the construction of the road project. The City will be reimbursed for the expenses of moving the utilities...the reimbursement rate is set by formula and is related to the current amount of infrastructure in the current and future ROW and that infrastructure that must be adjusted that is not currently in the ROW. Specific reimbursements to the City have been identified per utility as 65% for Electric Distribution, 100% for Electric Transmission and 100% for Natural Gas.

Fiscal Impact: The City will make improvement expenses related to the utility relocations and then be reimbursed per the agreements. Current estimates are as follows:

Electric Transmission- 100% of \$1,075,750
Electric Distribution- 65% of \$201,856
Natural Gas- 100% of \$136,584

These funds will be expended out of the business fund for each utility.

Attachments: See attached agreements, maps, resolutions.

Storm Water Pollution Prevention Plan – Utility Relocation Phase

Introduction:

The purpose of this SWPPP is to address utility relocation and other related work performed in advance of the larger highway construction project.

Best Management Practices:

Stabilization of disturbed areas – Stabilization will be initiated immediately whenever any clearing, grading, excavating, or other soil disturbing activities have permanently ceased on any portion of the site, or temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days. Stabilization will typically include seeding and mulching of the disturbed area.

Stabilization of steep slopes – Steep slope areas (slopes 2.5:1 or steeper) will not be disturbed unless necessary to complete the work. Stabilization of steep slope areas which are disturbed will be initiated immediately whenever any clearing, grading, excavating, or other soil disturbing activities have permanently ceased, or temporarily ceased and will not resume for a period exceeding 7 calendar days. Stabilization measures for steep slope areas will include placement of erosion control blanket in accordance with KDOT specifications for Erosion Control (Class I)

Stream Crossings – Discharges associated with stream crossing will be minimized by immediately stabilizing areas from bank to bank and by providing appropriate controls (e.g. rock riprap) to minimize stream scour potential. Down gradient sediment control for bore pit spoil piles will be provided by using biodegradable wattles and/or silt fence in accordance with current KDOT standards.

Sediment Control – It is anticipated that prompt placement of stabilizing measures such as mulch and erosion control blanket will minimize the need for structural sediment controls during this utility relocation phase. Sediment controls will be focused at stream crossing locations and other discharge points. Additional controls may be necessary to reduce stormwater velocity and sediment transport within the site. Sediment control for this project phase will be accomplished by placement of biodegradable straw or excelsior wattles and/or silt fence. Any sediment control device installed shall conform to current KDOT standards and specifications.

Protection of Inlets – Stormwater structures downstream of disturbed areas will be protected as necessary according to current KDOT standards.

Off-site Tracking of Soils – This type of work does not typically generate a significant amount of off-site tracking. The work area will be monitored and the roadway cleaned of tracked sediment each day if needed.

Chemical / Fuel Storage – No fuel or other chemicals will be stored on site.

Waste Management – Construction waste and other project related trash will be removed daily by the appropriate utility personnel. Concrete ready-mix trucks will return to the central plant to rinse or wash their mixer drum. Utility contractors will provide portable toilets for their personnel or instruct them to utilize nearby sanitary facilities.

Dewatering – No excavation dewatering is anticipated. The utility contractor will submit a dewatering plan including appropriate BMPs to the Area Engineer prior to any dewatering operation. Dewatering will not be allowed without the Area Engineer's approval.

A RESOLUTION

AUTHORIZING the City Manager and the City Clerk of the City of Winfield, Kansas to execute a Utility Agreement No. 006242032 between the Secretary of Transportation of the State of Kansas and the City of Winfield, Kansas, providing contractual terms and conditions related to the adjustment, alteration, or relocation of City facilities so the Secretary may construct certain projects and the City may maintain present services.

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

Section 1. The Mayor and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute an agreement, attached to and made a part hereof as if fully set forth herein, between the City of Winfield, Kansas and the Secretary of Transportation of the State of Kansas providing contractual terms and conditions related to the adjustment, alteration or relocation of City facilities so the Secretary may construct certain projects and the City may maintain present services.

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

ADOPTED this 16th day of January 2024.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Tania Richardson, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager

UTILITY AGREEMENT

Dated: December 28, 2023

Cowley County

Project: 77-18 KA-4137-01
NHPP-A413(701)

General Location: SECTION 19, T33S, R4E

THIS AGREEMENT is entered into between the Secretary of Transportation of the State of Kansas (Secretary) and Winfield (City).

WHEREAS, the Secretary proposes a highway improvement project on Highway No. 77, described above by Project Number and Location and shown on the Project Plans, and

WHEREAS, the City is owner of certain facilities located between Highway Stations 330+00 to 350+00 as shown on the Project Plans (facilities) and these facilities are located on private right-of-way, in whole or in part, and not now entirely located upon existing highway right-of-way, and

WHEREAS, the City's facilities needs to be adjusted, altered, or relocated so the Secretary may construct the Project and the City may maintain its present services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree:

1. Upon receipt of formal written authorization from the Secretary, the City will proceed without unnecessary delay to make the changes to its facilities described in Exhibit A (utility plans) in accordance with Paragraph 16 of this Agreement. The City prepared Exhibit A which is attached to and incorporated into this Agreement.

2. City certifies that its facilities are located on private right-of-way, in whole or in part, and are not now located entirely upon existing highway right-of-way or other public property. The estimated costs of right-of-way, preliminary engineering, labor, equipment, materials issued, materials returned, overhead and other items, as well as any credits which may be due the Secretary for City elected betterments, salvaged materials and extended service life (where applicable) are listed in detail on Exhibit B. Exhibit B is attached to and incorporated into this Agreement.

3. This Agreement is subject to and the Parties agree to comply with 23 C.F.R. Part 645 Subpart A ("Utility Relocations, Adjustments, and Reimbursement") (23 C.F.R. 645.101 *et seq.*), 23 C.F.R. Part 645 Subpart B ("Accommodation of Utilities")(23 C.F.R. 645.201 *et seq.*), and the current Kansas Department of Transportation Utility Accommodation Policy (UAP). The UAP is incorporated by reference into this Agreement.

This Agreement is subject to and the Parties agree to comply with 23 U.S.C. 313 ("Buy America") and 23 C.F.R 635.410 ("Buy America requirements") which require that all iron and steel permanently incorporated in the City's facilities that are relocated under this Agreement shall have been manufactured, produced, and processed in the United States. Manufacturing processes include any process which modifies the chemical content, the physical size or shape, or the final finish of the iron or steel. These processes include initial melting, mixing, rolling, machining, extruding, bending, grinding, drilling, and coatings applied to iron or steel (including epoxy coatings, galvanizing, painting, and any other coating that protects or enhances the value of the iron or steel used). Companies providing iron or steel or performing any manufacturing processes on the iron or steel shall include a "Buy America" statement on test reports and material certifications submitted to the Utility. The "Buy America" statement shall identify the source of the iron or steel and the location(s) of the manufacturing processes. The statement shall certify that the City issuing the test report or material certification complies with all provisions of

the Buy America Act. Buy America requirements do not apply to temporary items (Example: temporary sheet piling, steel scaffolding, and falsework) on the contract, even if these items are left in place with the Engineer's approval. The City will include the test results and material certifications in its billing to the Secretary.

In addition to Buy America, all construction materials and manufactured products must meet the Buy America, Build America ("BABA") Act of the Infrastructure Investment and Jobs Act. The Company shall provide materials that specifically meet the BABA Act by stating on the material certification **"This product meets the Buy America, Build America (BABA) Act of the Infrastructure Investment and Jobs Act."** The following materials are exempt from this requirement:

- Aggregates
- Asphalt Materials
- Air-Entraining Admixtures for Concrete
- Chemical Admixtures for Concrete
- Cementitious Grout
- Rapid-Set Concrete Patching Material
- Shotcrete Concrete
- Grout Used in Post-Tensioning
- Portland Cement and Blended Hydraulic Cement
- Fly Ash for Use in Concrete
- Silica Fume
- Slag Cement for use in Concrete and Mortars
- Blended Supplementary Cementitious Material for use in Concrete

4. The Secretary grants the City the right to locate and maintain its facilities upon highway right-of-way as shown on said Exhibit A.

5. If future road work requires any changes to or relocations of City's facilities, previously located on private right(s)-of-way but now located upon highway right-of-way as shown on Exhibit A, the Secretary will pay the cost of such changes or relocations.

6. The City's easement rights or other interests in the property included in the proposed highway right-of-way as shown on Exhibit A are subordinate to the Secretary's right and privilege to use the highway right-of-way without restriction or limitation as long as the Secretary is using such right-of-way for public highway purposes. The Secretary's rights extend to all air rights, surface rights, and below-surface rights appropriate for the construction, operation, and maintenance of the highway. Providing the City does not interfere with highway construction, operation, and maintenance, the City may maintain its relocated or altered facilities; construct additional facilities under, over, through, and across the property if the City's easement allows such construction; or perform any other act the City's easement allows. In exercising its rights, the City shall conform to all federal and state law, statutes, and regulations.

7. City certifies and has provided evidence showing the City has right of occupancy on private right-of-way by holding the fee, an easement, or other property interest. City certifies that no deed, easement, agreement, or other document granting City's existing right of occupancy on the private right-of-way requires City to relocate its facilities for public purposes at City's own expense.

8. Secretary certifies that payment for the utility relocation does not violate Kansas law or any existing contract between the City and the Secretary.

9. City shall notify the Kansas Department of Transportation's (KDOT's) Area Engineer at Winfield, Kansas by phone 620 705-6389, five days in advance of the time it expects to start work under this Agreement.

10. The City shall notify KDOT's Engineer in charge of said project when beginning, discontinuing, resuming, and upon completing the work.

11. The method of computing the actual relocation costs shall be:

Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by 23 C.F.R. 645 Subpart A.

12. City shall keep a detailed and accurate account of all labor, materials, supplies, incidentals, and all other costs involved in performing the work for three years after the date the City receives final payment. KDOT's Engineer in charge of said project or any authorized agent of KDOT or the Federal Highway Administration (FHWA) shall have access at all times to such records.

13. Upon completion of the work in accordance with said plans and estimates and upon receipt of a detailed final statement of cost prepared in accordance with the 23 C.F.R. 645 Subpart A, the Secretary will reimburse the City for 95% of the total eligible amount of final billing pending final audit. Upon completion of final audit, the Secretary will reimburse the City for the total amount of the final billing found eligible for payment by audit by the Department and/or FHWA. It is fully understood by and between the parties hereto that the required work in connection with the City's facilities may be directly related to a Kansas Department of Transportation road project providing for Federal reimbursement of a percentage of the cost. It is further agreed and understood that the City will reimburse the Secretary on demand, any sums disallowed to the Secretary by the Federal Highway Administration, for non-compliance by the City with the terms and conditions set out in the 23 C.F.R. 645 Subpart A, hereinbefore referred to.

14. **Audit.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular") Further, the [City of Winfield] agrees to the following provisions:

(a) **Audit.** It is the policy of the Secretary to make any final payments to the [City of Winfield] for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. §200.500 *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. §200.500 *et seq.*

(b) **Audit Report.** The Secretary may pay any final amount due for the authorized work performed based upon the [City of Winfield]'s most recent Single or Program Specific Audit Report "(Audit Report)" available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The [City of Winfield], by acceptance of this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The [City of Winfield] agrees to refund payment made by the Secretary to the [City of Winfield] for items subsequently found to be not eligible for reimbursement by audit.

(c) **Agency Audit.** If the City is not subject to the Audit Standards set forth in 2 C.F.R. Part 200, the Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the City will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment

under this Agreement. If any such audit reveals payments have been made with federal funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

15. To be eligible for reimbursement, changes in the original scope of work or additional adjustments not covered in Paragraph 16 of this Agreement shall be submitted on a supplemental agreement (or change order) and approved by the City and the Secretary before the City makes such changes or adjustments.

16. Additional costs or revision in ratio or participation resulting from changes or adjustments under Paragraph 14 will become effective with submission of a final change order prior to or concurrent with final billing. Approval of such change order and/or ratio of participation will place the billing in line for audit and payment.

17. A. Description of work to be performed:

Relocate gas line and appurtenances thereto to clear the proposed highway construction as shown on Exhibits A and B.

B. Method of accomplishing work shall be by City Forces.

C. Estimated total cost of work to be accomplished is \$136,584.17.

D. The percentage of total actual costs of completed work to be borne by the Secretary is 100. Salvage value to be credited to project.

E. Time for completion of work: Company agrees to have work completed by September 15, 2024; provided, however, that Company's timely performance may be extended for unusually severe weather or for other reasons beyond the Company's control, including but not limited to, material deliverables, storm restoration requirements, land acquisition, environmental permitting, regulatory permitting, supply chain delays. This exception does not excuse Company's obligation to act in good faith to minimize delays including, but not limited to, enforcement of Company's contracts with third parties. Company agrees to provide Secretary with written notice of any delays that would significantly impact completion of the work. Secretary will compensate Company for any reasonable acceleration costs associated with delay.

F. The City or the City's contractor will furnish and erect the required traffic control signing and devices according to the attached Exhibits and the "Manual of Uniform Traffic Control Devices".

G. Special Provisions:

"All backfill within the highway right-of-way limits is to be compacted to a density equal to or greater than the density of the surrounding soil."

18. The City shall maintain and pay all expenses necessary to maintain the City's facilities located on state and any other public right of way as shown on Exhibit A. The City shall take necessary and reasonable safety measures to protect the traveling public

If the City's maintenance obligation requires work within the highway right-of-way, the City shall first obtain a written work permit from the proper authority. This permit shall contain reasonable regulations relating to such maintenance.

The City may open and disturb the surface of the highway right-of-way without a work permit if an emergency exists that endangers the public's safety and requires immediate preventive action or repair. Immediately upon discovering the emergency, the City shall notify the Kansas Highway Patrol and the KDOT Bureau of Construction and Maintenance. The City shall request a work permit from the proper authority no later than the second working day following the emergency.

The City shall not service its facilities from the highway, highway shoulder, or highway ramps. Exception: if an emergency exists that makes other ingress and egress temporarily impossible, the City may use the surfaced area of the highway right-of-way to approach the distressed lines or facilities and the City may use the surfaced shoulder for temporary parking.

19. The City agrees to hold the Secretary and the Secretary's authorized representatives harmless from and indemnify the Secretary for all claims, suits, damages (whether property damages, personal injury damages, or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from the City's failure to comply with its contract obligations under this Agreement, resulting from the City's negligent acts, errors, or omissions in relocating its facilities as provided in Paragraph 16, or all of the above. The City's liability for personal injuries and property damage shall not exceed the liability limits in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.* The City shall have no obligation to hold the Secretary or the Secretary's authorized representatives harmless from and indemnify these persons for the Secretary's or the Secretary's representatives' own negligence.

20. The Secretary agrees to hold the City and the City's authorized representatives harmless from and indemnify the City for all claims, suits, damages (whether property damages, personal injury damages, or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from the Secretary's failure to comply with its contract obligations under this Agreement. The Secretary's liability for personal injuries and property damage shall not exceed the liability limits in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.* The Secretary shall have no obligation to hold the City or the City's authorized representatives harmless from and indemnify these persons for the City's or the City's representatives' own negligence.

21. Kansas law governs this Agreement.

22. Kansas law (K.S.A. 46-239(c)) requires this agency to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. Consequently, please indicate below if this contract is being entered into with a legislator or a firm in which a legislator is a member.

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.

That legislator is: _____

Business Phone _____

Address (Street, City, State, Zip Code)

_____ No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

23. This Agreement creates no third party beneficiaries and authorizes no third party to maintain a suit for damages under this Agreement as a third party beneficiary or in any other capacity.

24. This Agreement binds the Parties and the Parties' successors and assigns.

25. In signing this Agreement, the Parties and the individual person signing represent that the person signing has the authority and capacity to execute and legally bind the respective entity to this Agreement.

Executed by the CITY this

Executed by the SECRETARY this

____ day of _____ 2024

____ day of _____ 2024

WINFIELD

CALVIN REED
SECRETARY OF TRANSPORTATION

BY: _____

BY: _____

TITLE: _____

DEBBIE TANKING, P.E., CHIEF
BUREAU OF ROAD DESIGN

FEIN # _____

Send checks to: _____

EXHIBIT A

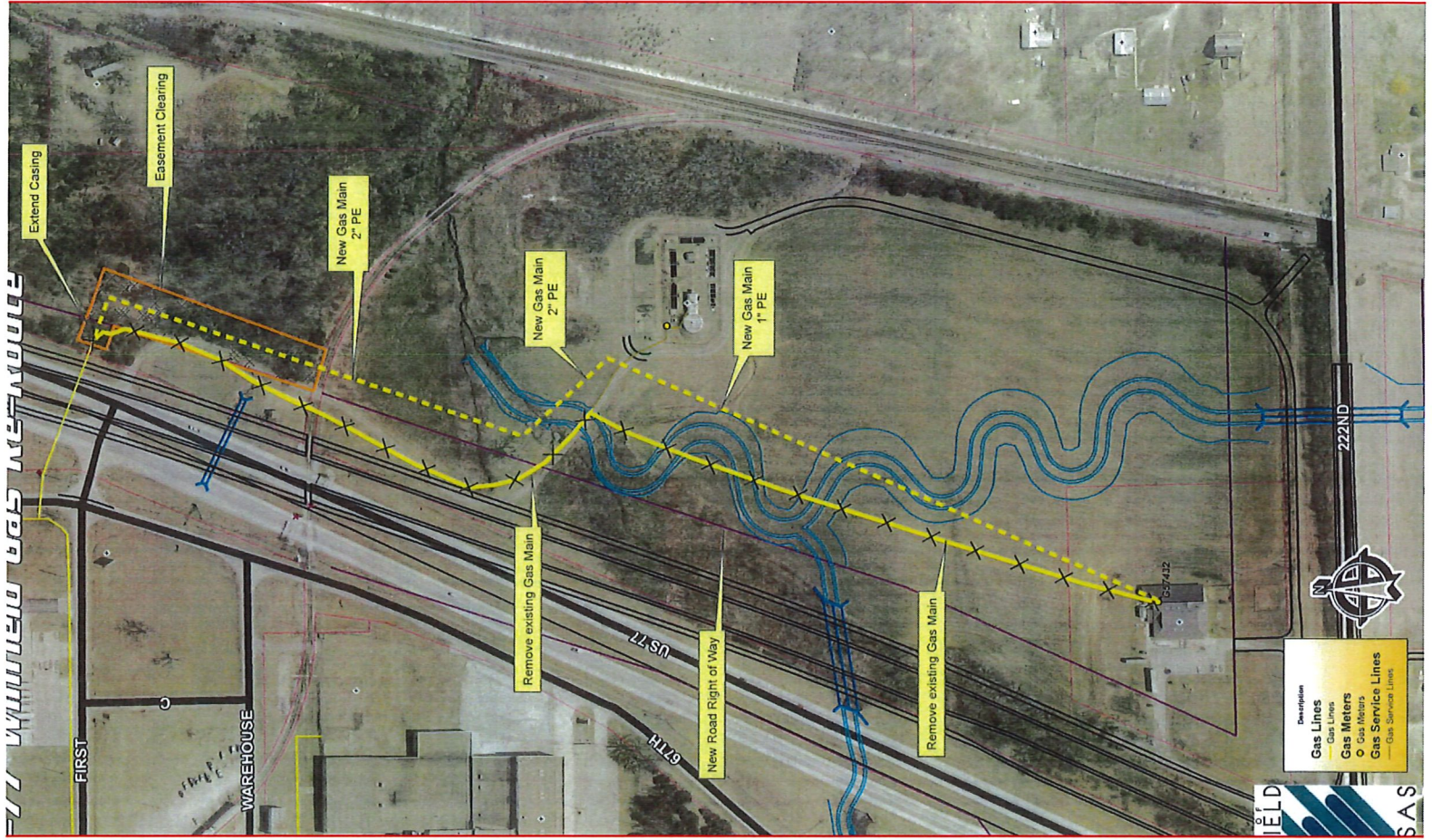


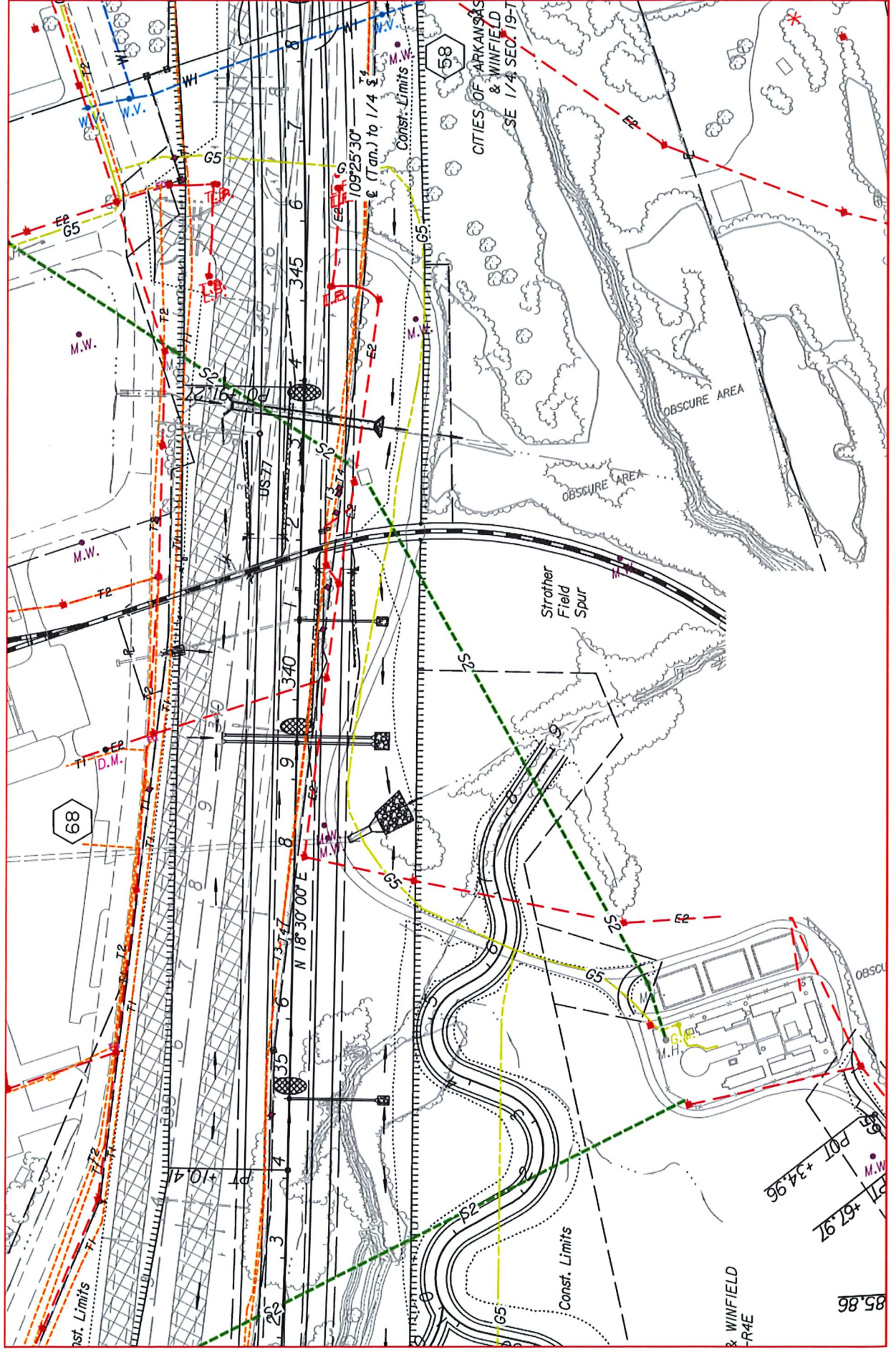
EXHIBIT A

Reimbursement:

100% Reimbursable

Other info:

Will be connecting to Strother Field treatment facility for continued service during transition to new alignment.





Larry Claycomb
Manager Technical Service Kansas
Larry.claycomb@blackhillscorp.com

316-772-0994

To: Troy Blanton
City of Winfield

Date: 7-27-23

Subject: Proposal to relocate gas line Highway 77.

EXHIBIT B

Please review the proposal to relocate 2600' of distribution natural gas line.

- Extend existing vent casing crossing Hwy 77 to private ROW.
- Replace 1430' 2" PE Main via directional bore.
- Replace 1200' 1" PE service via directional bore feeding Humane Society
- Tie over 2 service risers

Note: This proposal does not include any materials. If an abnormal amount of rock is found to be present, a change order reflecting a price increase must be completed.

Total \$136,584.17

Thank you,

Larry

A RESOLUTION

AUTHORIZING the City Manager and the City Clerk of the City of Winfield, Kansas to execute a Utility Agreement No. 006242033 between the Secretary of Transportation of the State of Kansas and the City of Winfield, Kansas, providing contractual terms and conditions related to the adjustment, alteration, or relocation of City facilities so the Secretary may construct certain projects and the City may maintain present services.

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

Section 1. The Mayor and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute an agreement, attached to and made a part hereof as if fully set forth herein, between the City of Winfield, Kansas and the Secretary of Transportation of the State of Kansas providing contractual terms and conditions related to the adjustment, alteration or relocation of City facilities so the Secretary may construct certain projects and the City may maintain present services.

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

ADOPTED this 16th day of January 2024.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Tania Richardson, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager

UTILITY AGREEMENT

Dated: December 28, 2023

Cowley County

Project: 77-18 KA-4137-01
NHPP-A413(701)

General Location: SECTION 19, T33S, R4E

THIS AGREEMENT is entered into between the Secretary of Transportation of the State of Kansas (Secretary) and City of Winfield (City).

WHEREAS, the Secretary proposes a highway improvement project on Highway No. 77, described above by Project Number and Location and shown on the Project Plans, and

WHEREAS, the City is owner of certain facilities located between Highway Stations 320+00 to 350+00 as shown on the Project Plans (facilities) and these facilities are located on private right-of-way, in whole or in part, and not now entirely located upon existing highway right-of-way, and

WHEREAS, the City's facilities needs to be adjusted, altered, or relocated so the Secretary may construct the Project and the City may maintain its present services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree:

1. Upon receipt of formal written authorization from the Secretary, the City will proceed without unnecessary delay to make the changes to its facilities described in Exhibit A (utility plans) in accordance with Paragraph 16 of this Agreement. The City prepared Exhibit A which is attached to and incorporated into this Agreement.

2. City certifies that its facilities are located on private right-of-way, in whole or in part, and are not now located entirely upon existing highway right-of-way or other public property. The estimated costs of right-of-way, preliminary engineering, labor, equipment, materials issued, materials returned, overhead and other items, as well as any credits which may be due the Secretary for City elected betterments, salvaged materials and extended service life (where applicable) are listed in detail on Exhibit B. Exhibit B is attached to and incorporated into this Agreement.

3. This Agreement is subject to and the Parties agree to comply with 23 C.F.R. Part 645 Subpart A ("Utility Relocations, Adjustments, and Reimbursement") (23 C.F.R. 645.101 *et seq.*), 23 C.F.R. Part 645 Subpart B ("Accommodation of Utilities") (23 C.F.R. 645.201 *et seq.*), and the current Kansas Department of Transportation Utility Accommodation Policy (UAP). The UAP is incorporated by reference into this Agreement.

This Agreement is subject to and the Parties agree to comply with 23 U.S.C. 313 ("Buy America") and 23 C.F.R 635.410 ("Buy America requirements") which require that all iron and steel permanently incorporated in the City's facilities that are relocated under this Agreement shall have been manufactured, produced, and processed in the United States. Manufacturing processes include any process which modifies the chemical content, the physical size or shape, or the final finish of the iron or steel. These processes include initial melting, mixing, rolling, machining, extruding, bending, grinding, drilling, and coatings applied to iron or steel (including epoxy coatings, galvanizing, painting, and any other coating that protects or enhances the value of the iron or steel used). Companies providing iron or steel or performing any manufacturing processes on the iron or steel shall include a "Buy America" statement on test reports and material certifications submitted to the Utility. The "Buy America" statement shall identify the source of the iron or steel and the location(s) of the manufacturing processes. The statement shall certify that the City issuing the test report or material certification complies with all provisions of the Buy America Act. Buy America requirements do not apply to temporary items (Example: temporary

sheet piling, steel scaffolding, and falsework) on the contract, even if these items are left in place with the Engineer's approval. The City will include the test results and material certifications in its billing to the Secretary.

In addition to Buy America, all construction materials and manufactured products must meet the Buy America, Build America ("BABA") Act of the Infrastructure Investment and Jobs Act. The Company shall provide materials that specifically meet the BABA Act by stating on the material certification "**This product meets the Buy America, Build America (BABA) Act of the Infrastructure Investment and Jobs Act.**" The following materials are exempt from this requirement:

- Aggregates
- Asphalt Materials
- Air-Entraining Admixtures for Concrete
- Chemical Admixtures for Concrete
- Cementitious Grout
- Rapid-Set Concrete Patching Material
- Shotcrete Concrete
- Grout Used in Post-Tensioning
- Portland Cement and Blended Hydraulic Cement
- Fly Ash for Use in Concrete
- Silica Fume
- Slag Cement for use in Concrete and Mortars
- Blended Supplementary Cementitious Material for use in Concrete

4. The Secretary grants the City the right to locate and maintain its facilities upon highway right-of-way as shown on said Exhibit A.

5. If future road work requires any changes to or relocations of City's facilities, previously located on private right(s)-of-way but now located upon highway right-of-way as shown on Exhibit A, the Secretary will pay the cost of such changes or relocations.

6. The City's easement rights or other interests in the property included in the proposed highway right-of-way as shown on Exhibit A are subordinate to the Secretary's right and privilege to use the highway right-of-way without restriction or limitation as long as the Secretary is using such right-of-way for public highway purposes. The Secretary's rights extend to all air rights, surface rights, and below-surface rights appropriate for the construction, operation, and maintenance of the highway. Providing the City does not interfere with highway construction, operation, and maintenance, the City may maintain its relocated or altered facilities; construct additional facilities under, over, through, and across the property if the City's easement allows such construction; or perform any other act the City's easement allows. In exercising its rights, the City shall conform to all federal and state law, statutes, and regulations.

7. City certifies and has provided evidence showing the City has right of occupancy on private right-of-way by holding the fee, an easement, or other property interest. City certifies that no deed, easement, agreement, or other document granting City's existing right of occupancy on the private right-of-way requires City to relocate its facilities for public purposes at City's own expense.

8. Secretary certifies that payment for the utility relocation does not violate Kansas law or any existing contract between the City and the Secretary.

9. City shall notify the Kansas Department of Transportation's (KDOT's) Area Engineer at Winfield, Kansas by phone 620 705-6389, five days in advance of the time it expects to start work under this Agreement.

10. The City shall notify KDOT's Engineer in charge of said project when beginning, discontinuing, resuming, and upon completing the work.

11. The method of computing the actual relocation costs shall be:

Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by 23 C.F.R. 645 Subpart A.

12. City shall keep a detailed and accurate account of all labor, materials, supplies, incidentals, and all other costs involved in performing the work for three years after the date the City receives final payment. KDOT's Engineer in charge of said project or any authorized agent of KDOT or the Federal Highway Administration (FHWA) shall have access at all times to such records.

13. Upon completion of the work in accordance with said plans and estimates and upon receipt of a detailed final statement of cost prepared in accordance with the 23 C.F.R. 645 Subpart A, the Secretary will reimburse the City for 95% of the total eligible amount of final billing pending final audit. Upon completion of final audit, the Secretary will reimburse the City for the total amount of the final billing found eligible for payment by audit by the Department and/or FHWA. It is fully understood by and between the parties hereto that the required work in connection with the City's facilities may be directly related to a Kansas Department of Transportation road project providing for Federal reimbursement of a percentage of the cost. It is further agreed and understood that the City will reimburse the Secretary on demand, any sums disallowed to the Secretary by the Federal Highway Administration, for non-compliance by the City with the terms and conditions set out in the 23 C.F.R. 645 Subpart A, hereinbefore referred to.

14. **Audit.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular") Further, the [City of Winfield] agrees to the following provisions:

(a) **Audit.** It is the policy of the Secretary to make any final payments to the [City of Winfield] for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. §200.500 *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. §200.500 *et seq.*

(b) **Audit Report.** The Secretary may pay any final amount due for the authorized work performed based upon the [City of Winfield]'s most recent Single or Program Specific Audit Report "(Audit Report)" available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The [City of Winfield], by acceptance of this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The City of Winfield] agrees to refund payment made by the Secretary to the [City of Winfield] for items subsequently found to be not eligible for reimbursement by audit.

(c) **Agency Audit.** If the City is not subject to the Audit Standards set forth in 2 C.F.R. Part 200, the Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the City will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment

under this Agreement. If any such audit reveals payments have been made with federal funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

15. To be eligible for reimbursement, changes in the original scope of work or additional adjustments not covered in Paragraph 16 of this Agreement shall be submitted on a supplemental agreement (or change order) and approved by the City and the Secretary before the City makes such changes or adjustments.

16. Additional costs or revision in ratio or participation resulting from changes or adjustments under Paragraph 14 will become effective with submission of a final change order prior to or concurrent with final billing. Approval of such change order and/or ratio of participation will place the billing in line for audit and payment.

17. A. Description of work to be performed:

Relocate electric (distribution) line and appurtenances thereto to clear the proposed highway construction as shown on Exhibits A and B.

B. Method of accomplishing work shall be by Contract. (The City certifies that it is not adequately staffed or equipped to perform the work and agrees to comply with 23 C.F.R. 645 Subpart A.)

C. Estimated total cost of work to be accomplished is \$201,856.05.

D. The percentage of total actual costs of completed work to be borne by the Secretary is 65. Salvage value to be credited to project.

E. Time for completion of work: Company agrees to have work completed by September 15, 2024; provided, however, that Company's timely performance may be extended for unusually severe weather or for other reasons beyond the Company's control, including but not limited to, material deliverables, storm restoration requirements, land acquisition, environmental permitting, regulatory permitting, supply chain delays. This exception does not excuse Company's obligation to act in good faith to minimize delays including, but not limited to, enforcement of Company's contracts with third parties. Company agrees to provide Secretary with written notice of any delays that would significantly impact completion of the work. Secretary will compensate Company for any reasonable acceleration costs associated with delay.

F. The City or the City's contractor will furnish and erect the required traffic control signing and devices according to the attached Exhibits and the "Manual of Uniform Traffic Control Devices".

G. Special Provisions:

"All backfill within the highway right-of-way limits is to be compacted to a density equal to or greater than the density of the surrounding soil."

18. The City shall maintain and pay all expenses necessary to maintain the City's facilities located on state and any other public right of way as shown on Exhibit A. The City shall take necessary and reasonable safety measures to protect the traveling public

If the City's maintenance obligation requires work within the highway right-of-way, the City shall first obtain a written work permit from the proper authority. This permit shall contain reasonable regulations relating to such maintenance.

The City may open and disturb the surface of the highway right-of-way without a work permit if an emergency exists that endangers the public's safety and requires immediate preventive action or repair. Immediately upon discovering the emergency, the City shall notify the Kansas Highway Patrol and the KDOT Bureau of Construction and Maintenance. The City shall request a work permit from the proper authority no later than the second working day following the emergency.

The City shall not service its facilities from the highway, highway shoulder, or highway ramps. Exception: if an emergency exists that makes other ingress and egress temporarily impossible, the City may use the surfaced area of the highway right-of-way to approach the distressed lines or facilities and the City may use the surfaced shoulder for temporary parking.

19. The City agrees to hold the Secretary and the Secretary's authorized representatives harmless from and indemnify the Secretary for all claims, suits, damages (whether property damages, personal injury damages, or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from the City's failure to comply with its contract obligations under this Agreement, resulting from the City's negligent acts, errors, or omissions in relocating its facilities as provided in Paragraph 16, or all of the above. The City's liability for personal injuries and property damage shall not exceed the liability limits in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.* The City shall have no obligation to hold the Secretary or the Secretary's authorized representatives harmless from and indemnify these persons for the Secretary's or the Secretary's representatives' own negligence.

20. The Secretary agrees to hold the City and the City's authorized representatives harmless from and indemnify the City for all claims, suits, damages (whether property damages, personal injury damages, or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from the Secretary's failure to comply with its contract obligations under this Agreement. The Secretary's liability for personal injuries and property damage shall not exceed the liability limits in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.* The Secretary shall have no obligation to hold the City or the City's authorized representatives harmless from and indemnify these persons for the City's or the City's representatives' own negligence.

21. Kansas law governs this Agreement.

22. Kansas law (K.S.A. 46-239(c)) requires this agency to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. Consequently, please indicate below if this contract is being entered into with a legislator or a firm in which a legislator is a member.

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.

That legislator is: _____

Business Phone _____

Address (Street, City, State, Zip Code)

_____ No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

23. This Agreement creates no third party beneficiaries and authorizes no third party to maintain a suit for damages under this Agreement as a third party beneficiary or in any other capacity.

24. This Agreement binds the Parties and the Parties' successors and assigns.

25. In signing this Agreement, the Parties and the individual person signing represent that the person signing has the authority and capacity to execute and legally bind the respective entity to this Agreement.

Executed by the CITY this

Executed by the SECRETARY this

____ day of _____ 2024

____ day of _____ 2024

WINFIELD

CALVIN REED
SECRETARY OF TRANSPORTATION

BY:_____

BY:_____

TITLE:_____

DEBBIE TANKING, P.E., CHIEF
BUREAU OF ROAD DESIGN

FEIN # _____

Send checks to: _____

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8 poles; 1,530' off ROW = existing connection
4 poles; 1,054' = proposed connection

Combined Reimbursement Total: 65%

9 poles: 1,630', off ROW
5 poles: 750', on ROW

9/14 = 64% Reimbursable
1,630'/2,380' = 68% Reimbursable

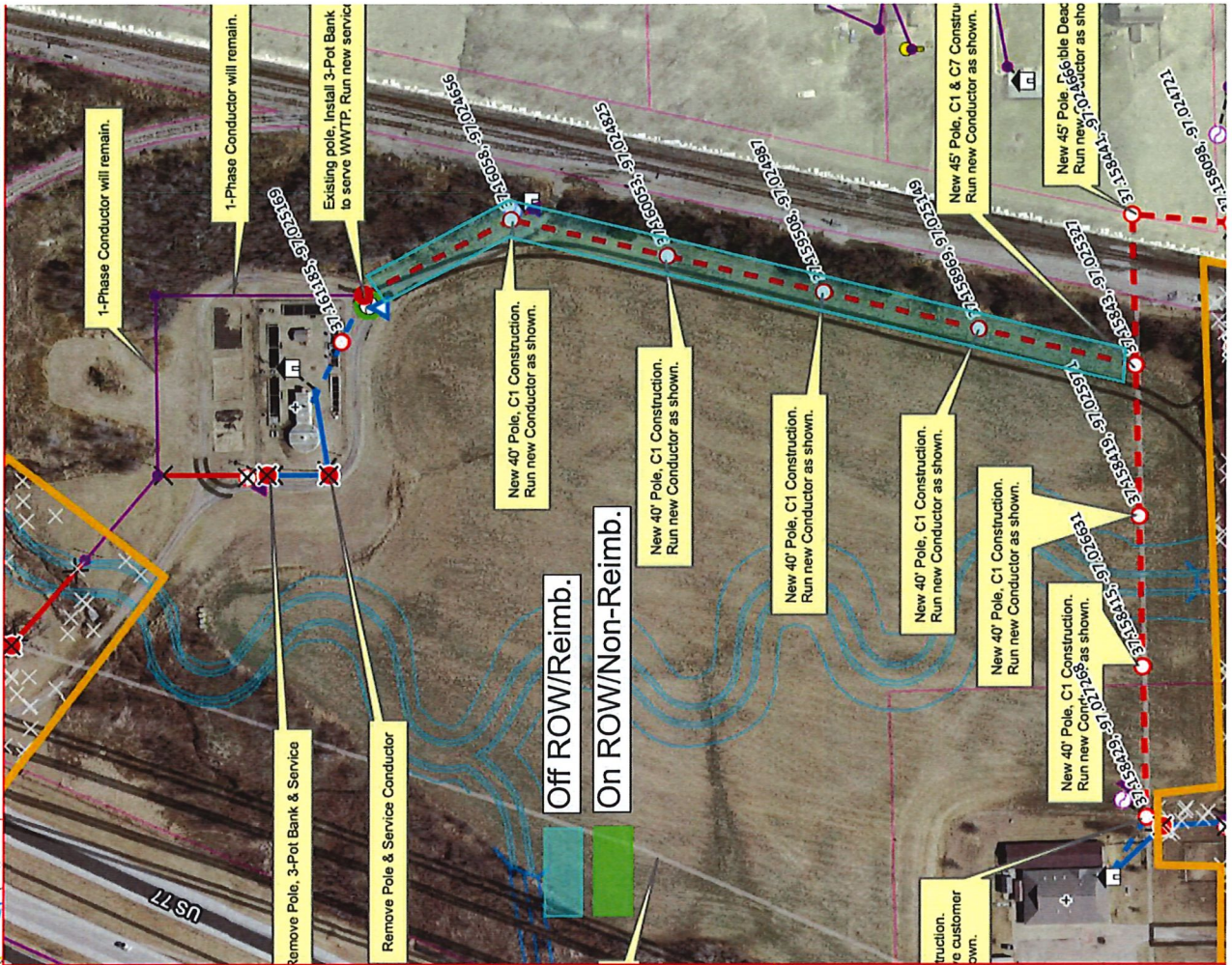
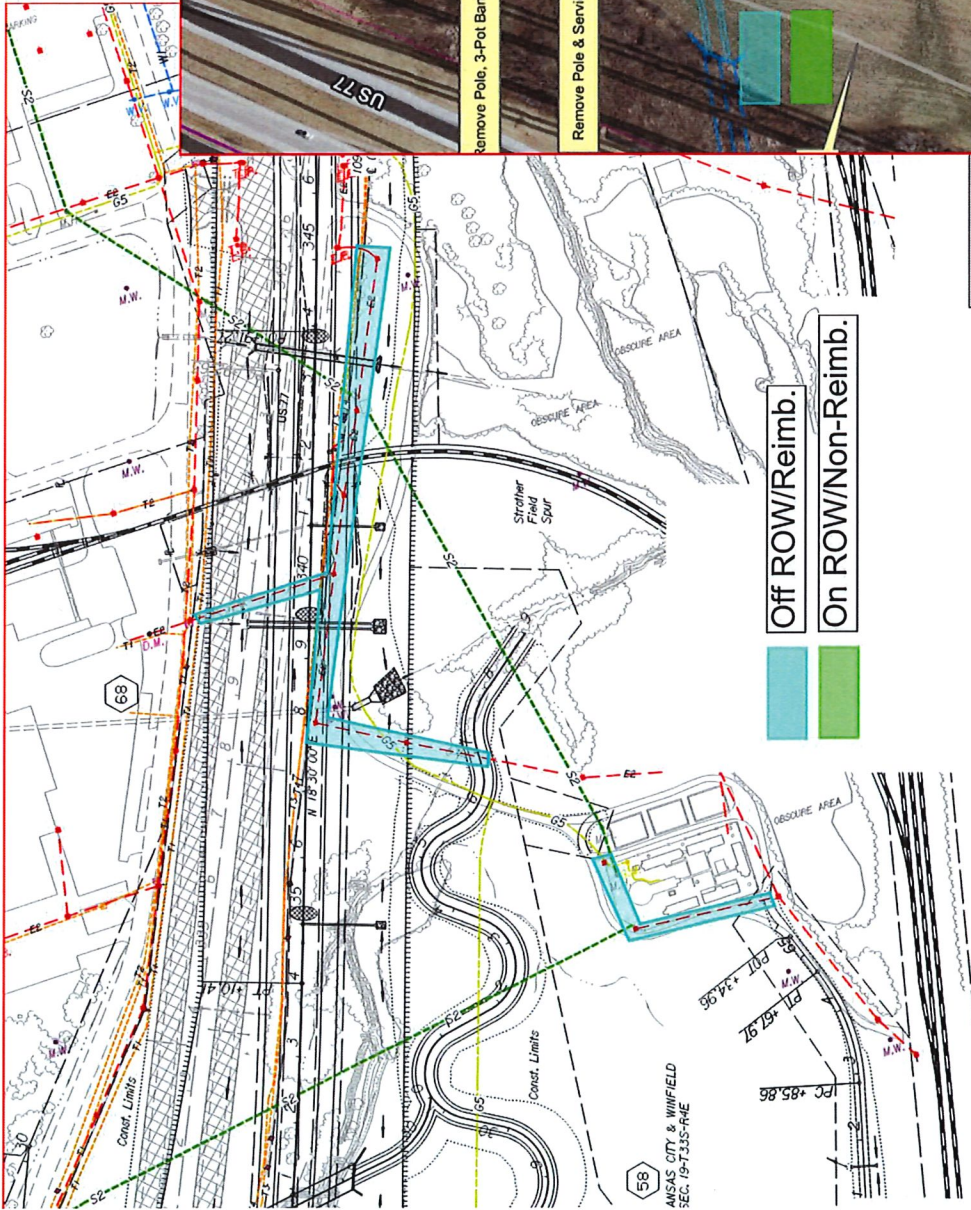


EXHIBIT A

- 5 poles on ROW; 750' on ROW = existing connection
5 poles; 700' = proposed
- 1 service connection off ROW; 100' off ROW = existing connection
New service connection; 200' = proposed

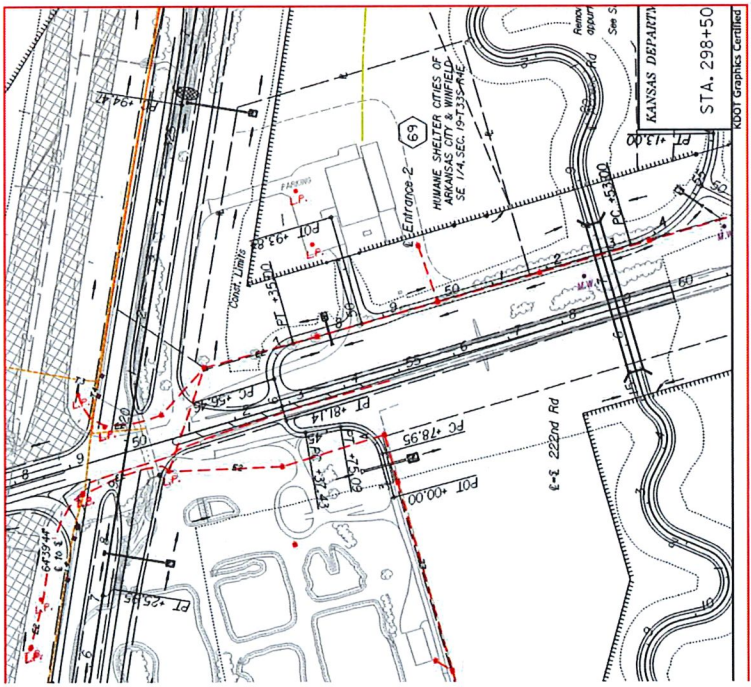
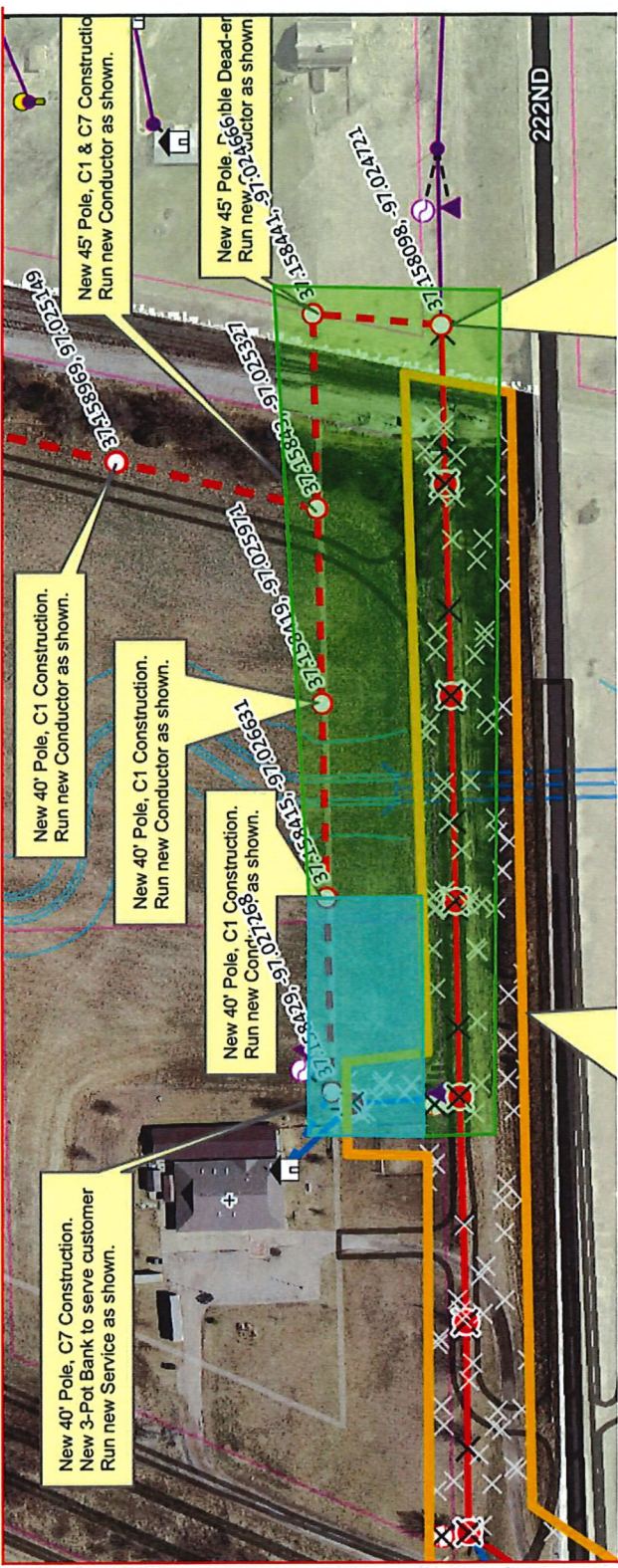


EXHIBIT A

Off ROW/Reimb.

On ROW/Non-Reimb.





WINFIELD ELECTRIC DEPARTMENT

EXHIBIT B
7/18/2023

Estimate of Construction

WORKORDER: 36852

LOCATION: East Side of US 77 at Strother Field

INSTRUCTIONS: Re-Route 3-Phase Primary to accommodate KDOT

Material	Quantity	Price Ea	Sub Total
29000030 UTILITY POLE, CL3-45FT PINE OR FIR 10 LB TRTMT	3	\$ 517.28	\$ 1,551.84
29000015 UTILITY POLE, CL3-40FT PINE OR FIR 10 LB TRTMT	13	\$ 735.19	\$ 9,557.45
29000005 UTILITY POLE, CL4-30FT PINE OR FIR 10 LB TRTMT	3	\$ 378.17	\$ 1,134.50
29000091 CROSSARM, 8 FT HEAVY DUTY 3 3/4 X 4 3/4 X 8 - 290	25	\$ 103.79	\$ 2,594.77
29000105 BRACE, CROSSARM SMALL HUGHES 2023 ALUMA FORM AF-	25	\$ 13.59	\$ 339.82
27001715 CONDUCTOR, #2 ACSR 7-1 - 27001715	9,500	\$ 0.40	\$ 3,831.54
02300550 CLEVIS, SEC & DEADEND 3 JOSLYN J1398 CHANCE 0338	8	\$ 10.58	\$ 84.66
11500100 INSULATOR, GREY SPOOL 3 (53-2) VICTOR VI2612 - PO	8	\$ 1.28	\$ 10.26
00709520 PIN, POLETOP FLARED BASE 24" JOSLYN J2010 CHANCE	8	\$ 29.38	\$ 235.06
00709405 PIN, POLY TYPE CROSSARM JOSLYN J203Z - 00709405	40	\$ 9.23	\$ 369.27
11507515 INSULATOR, F-NECK SMALL 13.2KV GLASS PORCELAIN P	50	\$ 5.33	\$ 266.55
20503200 TIE, DIST F #2 PREFORMED UTF-1204 - 20503200	18	\$ 5.07	\$ 91.26
20500225 TIE, EZ SPOOL #2 EZSP-4374 PERFORMED - 20500225	8	\$ 3.17	\$ 25.38
00706300 BOLT, DOUBLE ARMING 5/8 X 22 JOSLYN J8872 CHANCE	30	\$ 6.56	\$ 196.83
00708210 NUT, OVAL EYE 5/8 JOSLYN J1092 MACLEAN EN-5 CHA	61	\$ 3.71	\$ 226.46
11502500 INSULATOR, EPOXILATOR DEADEND MACLEAN MPS-DS15M	35	\$ 13.92	\$ 487.13
02107010 DEADEND CLAMP, 6 - 2/0 SUSPENSION, STRAIGHT ANDE	38	\$ 9.64	\$ 366.36
02107000 DEADEND STIRRUP, 6 - 2/0 STRAIGHT LINE ANDERSON	8	\$ 30.32	\$ 242.60
00104075 ROD, ANCHOR 3/4 X 7 W/EYE NUT POWER HUB WITH TWIN	11	\$ 42.37	\$ 466.09
00103040 ANCHOR, HELIX 12" - 3/4" CHANCE E102-1634 ONLY -	11	\$ 73.26	\$ 805.81
10000410 GUY WIRE, 3/8 X 250 HI-STRENGTH STEEL - 10000410	2	\$ 193.93	\$ 387.85
02108995 CLAMP, JUMPER GUY BOND BLACKBURN K-1 - 02108995	11	\$ 3.68	\$ 40.49
17505040 STRANDLINK, 3/8" EYETYPE 10M BELL SYSTEM STEEL S	22	\$ 27.22	\$ 598.74
12801000 LIFT PLATE, 3HOLE FOR 5/8 BOLT JOSLYN J7886 CHAN	11	\$ 7.40	\$ 81.41



Estimate of Construction

WORKORDER: 36852

LOCATION: East Side of US 77 at Strother Field

INSTRUCTIONS: Re-Route 3-Phase Primary to accommodate KDOT

25000326 WASHER, SQ CURV 5/8 4 X 4 HUGHES SCW4-60 CURVED	11	\$	6.62	\$	72.83
00707190 BOLT, ANGLEYE 5/8 X 10 JOSLYN J8151 CHANCE 501	11	\$	7.27	\$	79.93
10200100 PLATE, POLE BOTTOM GROUND BLACKBURN GP100 LINE H	19	\$	10.17	\$	193.23
01000250 BRACKET, CLUSTER MOUNT (LARGE) ALUMA FORM 15M3-6	2	\$	231.86	\$	463.71
01000210 BRACKET, EQUIPMENT MOUNTING ALUMA FORM R3CA-48 B	2	\$	309.50	\$	618.99
10000500 GUARD, GUY YELLOW PREFORMED PG-5518 ELEM 707YSTR	11	\$	6.16	\$	67.74
09304000 CUTOUT, 100 AMP W/FLASH GUARD CHANCE CP730-112PB	8	\$	337.40	\$	2,699.23
00400300 ARRESTOR, DIST 9 KV 7.65 MCOV JOSLYN ZHP009-0C001	8	\$	76.02	\$	608.16
08601108 PROTECTOR, WILDLIFE ONE PIECE FARGO GS560 CENTRA	8	\$	10.68	\$	85.43
00104000 ROD, GROUNDING COPPER 8' BLACKBURN B6258 ERITECH	4	\$	26.00	\$	104.00
02105080 CLAMP, GROUND ROD BRONZE 5/8 BLACKBURN JAB 5/8 H	4	\$	1.35	\$	5.41
27000005 WIRE, 4 SDB SOL CU 25#SPL - 270000005	3	\$	197.17	\$	591.50
02101060 CLAMP, HOT LINE BRNZ 2/0-8 SOL BLACKBURN HLC2108	8	\$	14.04	\$	112.34
19000650 AMP TAP, 2 TO 4 OR 1/0 TO 6 AMPACT 602283-2 - 190	42	\$	8.33	\$	349.96
19002025 BOOSTER, RED POWER (WEJTAP SHELL) BURNDY WPBRN B	42	\$	3.84	\$	161.44
01000450 BRACKET, VERTICAL INSULATOR *NO STEEL AF82230 -	2	\$	34.34	\$	68.69
03700005 CONNECTOR, FARGO 2SOL BRONZE DISTRIBUTION FARGO	30	\$	8.12	\$	243.46
00705160 SCREW, LAG 1/2 X 4 1/2 TD TWIST DRIVE JOSLYN J87	30	\$	1.15	\$	34.43
00701390 BOLT, MACHINE 5/8 X 10 JOSLYN J8810 CHANCE 8810	10	\$	1.94	\$	19.35
00701430 BOLT, MACHINE 5/8 X 12 JOSLYN J8812 CHANCE 8812	22	\$	2.05	\$	45.04
00701450 BOLT, MACHINE 5/8 X 14 JOSLYN J8814 CHANCE 8814	10	\$	2.74	\$	27.39
00704800 BOLT, OVAL EYE 5/8 X 10 JOSLYN J9410 CHANCE 2996	2	\$	5.39	\$	10.79
00704820 BOLT, OVAL EYE 5/8 X 12 JOSLYN J9412 CHANCE 2996	14	\$	5.45	\$	76.28
25000340 WASHER, SQ 5/8 2 X 2 JOSLYN J1074 CHANCE 6812 -	150	\$	0.47	\$	70.25
00707520 LOCKNUT, 5/8 JOSLYN J8583E CHANCE 3512 - 0070752	80	\$	0.48	\$	38.32
00708242 NUT, SQUARE 5/8 JOSLYN J8563 CHANCE 55084 - 0070	40	\$	0.40	\$	16.10



WINFIELD ELECTRIC DEPARTMENT

EXHIBIT D 7/18/2023

Estimate of Construction

WORKORDER: 36852

LOCATION: East Side of US 77 at Strother Field

INSTRUCTIONS: Re-Route 3-Phase Primary to accommodate KDOT

Material Total: \$ 30,856.14

Equipment	Hours	Price Ea	Sub Total
10578 PICKUP,F350 4X4 2019 ELEC DIST	160	\$ 26.44	\$ 4,230.16
10579 PICKUP F350 4X4 2019 ELEC DIST	160	\$ 26.44	\$ 4,230.16
10661a AERIAL, BUCKET 50'	160	\$ 45.77	\$ 7,323.20
10661 TRUCK, BUCKET KENWORTH/ALTEC	160	\$ 60.64	\$ 9,702.32
10692 TRUCK, BUCKET KENTWORTH/ ALTEC	160	\$ 60.64	\$ 9,702.32
10692a AERIAL, BUCKET 55'	160	\$ 45.77	\$ 7,323.20
8766 TRUCK,DIGGER GMC/TEREXTEL 8715	160	\$ 60.64	\$ 9,702.32
8766a TRUCK,DIGGER GMC/TEREXTEL 8715	160	\$ 40.17	\$ 6,427.12
10662 TRUCK, KENWORTH ALTEC DIGGER DH45E-TR	160	\$ 60.64	\$ 9,702.32
10662a DIGGER, ALTEC DH45E-TR	160	\$ 40.17	\$ 6,427.12
10528 PICKUP,DUMP R3500 18 ELEC DIST	160	\$ 66.36	\$ 10,616.80
10200 TRUCK,BUCKET RAM/TEREX HR37M 2013	160	\$ 26.70	\$ 4,272.48
10200a TRUCK,BUCKET RAM/TEREX HR37M	160	\$ 13.37	\$ 2,139.92
9033 TRENCHER,CASE 560 4WHEEL STEER	40	\$ 33.96	\$ 1,358.38
4818 TRAILER,UTILITY WHITE	160	\$ 19.22	\$ 3,074.64
10698 TRAILER, SHERMAN & REILLY WIRE PULLER	40	\$ 23.18	\$ 927.36

Equipment Total: \$ 97,159.82

Labor	Hours	Price Ea	Sub Total
2731 LEAD LINEMAN	160	\$ 52.26	\$ 8,361.31



Estimate of Construction

WORKORDER: 36852

LOCATION: East Side of US 77 at Strother Field

INSTRUCTIONS: Re-Route 3-Phase Primary to accommodate KDOT

2821 JOURNEYMAN LINEMAN	160	\$	41.44	\$	6,629.74
2860 LINEMAN APPRENTICE	160	\$	37.58	\$	6,012.68
2865 JOURNEYMAN LINEMAN	160	\$	45.98	\$	7,356.81
2938 LINEMAN APPRENTICE	160	\$	32.44	\$	5,189.95
1917 LEAD LINEMAN	160	\$	52.26	\$	8,361.31
1333 JOURNEYMAN LINEMAN	160	\$	45.98	\$	7,356.81
2837 JOURNEYMAN LINEMAN	160	\$	39.46	\$	6,314.04
2554 LINEMAN APPRENTICE	160	\$	39.46	\$	6,314.04
2996 LINEMAN APPRENTICE	160	\$	29.40	\$	4,704.43
972 JOURNEYMAN LINEMAN	160	\$	45.24	\$	7,238.98

Labor Total: \$ 73,840.09

Material Total:	\$ 30,856.14
Equipment Total:	\$ 97,159.82
Labor Total:	\$ 73,840.09

Grand Total: \$ 201,856.05 Plus Tax

Combined Reimbursement Total: 65%
9 poles; 1,630', off ROW
5 poles; 750', on ROW
9/14 = 64% Reimbursable
1,630'/2,380' = 68% Reimbursable

A RESOLUTION

AUTHORIZING the City Manager and the City Clerk of the City of Winfield, Kansas to execute a Utility Agreement No. 006242034 between the Secretary of Transportation of the State of Kansas and the City of Winfield, Kansas, providing contractual terms and conditions related to the adjustment, alteration, or relocation of City facilities so the Secretary may construct certain projects and the City may maintain present services.

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

Section 1. The Mayor and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute an agreement, attached to and made a part hereof as if fully set forth herein, between the City of Winfield, Kansas and the Secretary of Transportation of the State of Kansas providing contractual terms and conditions related to the adjustment, alteration or relocation of City facilities so the Secretary may construct certain projects and the City may maintain present services.

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

ADOPTED this 16th day of January 2024

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Tania Richardson, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager

UTILITY AGREEMENT

Dated: December 29, 2023

Cowley County

Project: 77-18 KA-4137-01
NHPP-A413(701)

General Location: SECTION 19, T33S, R4E

THIS AGREEMENT is entered into between the Secretary of Transportation of the State of Kansas (Secretary) and City of Winfield (City).

WHEREAS, the Secretary proposes a highway improvement project on Highway No. 77, described above by Project Number and Location and shown on the Project Plans, and

WHEREAS, the City is owner of certain facilities located between Highway Stations 340+00 to 355+00 as shown on the Project Plans (facilities) and these facilities are located on private right-of-way, in whole or in part, and not now entirely located upon existing highway right-of-way, and

WHEREAS, the City's facilities needs to be adjusted, altered, or relocated so the Secretary may construct the Project and the City may maintain its present services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree:

1. Upon receipt of formal written authorization from the Secretary, the City will proceed without unnecessary delay to make the changes to its facilities described in Exhibit A (utility plans) in accordance with Paragraph 16 of this Agreement. The City prepared Exhibit A which is attached to and incorporated into this Agreement.

2. City certifies that its facilities are located on private right-of-way, in whole or in part, and are not now located entirely upon existing highway right-of-way or other public property. The estimated costs of right-of-way, preliminary engineering, labor, equipment, materials issued, materials returned, overhead and other items, as well as any credits which may be due the Secretary for City elected betterments, salvaged materials and extended service life (where applicable) are listed in detail on Exhibit B. Exhibit B is attached to and incorporated into this Agreement.

3. This Agreement is subject to and the Parties agree to comply with 23 C.F.R. Part 645 Subpart A ("Utility Relocations, Adjustments, and Reimbursement") (23 C.F.R. 645.101 *et seq.*), 23 C.F.R. Part 645 Subpart B ("Accommodation of Utilities") (23 C.F.R. 645.201 *et seq.*), and the current Kansas Department of Transportation Utility Accommodation Policy (UAP). The UAP is incorporated by reference into this Agreement.

This Agreement is subject to and the Parties agree to comply with 23 U.S.C. 313 ("Buy America") and 23 C.F.R 635.410 ("Buy America requirements") which require that all iron and steel permanently incorporated in the City's facilities that are relocated under this Agreement shall have been manufactured, produced, and processed in the United States. Manufacturing processes include any process which modifies the chemical content, the physical size or shape, or the final finish of the iron or steel. These processes include initial melting, mixing, rolling, machining, extruding, bending, grinding, drilling, and coatings applied to iron or steel (including epoxy coatings, galvanizing, painting, and any other coating that protects or enhances the value of the iron or steel used). Companies providing iron or steel or performing any manufacturing processes on the iron or steel shall include a "Buy America" statement on test reports and material certifications submitted to the Utility. The "Buy America" statement shall identify the source of the iron or steel and the location(s) of the manufacturing processes. The statement shall certify that the City issuing the test report or material certification complies with all provisions of the Buy America Act. Buy America requirements do not apply to temporary items (Example: temporary

sheet piling, steel scaffolding, and falsework) on the contract, even if these items are left in place with the Engineer's approval. The City will include the test results and material certifications in its billing to the Secretary.

In addition to Buy America, all construction materials and manufactured products must meet the Buy America, Build America ("BABA") Act of the Infrastructure Investment and Jobs Act. The Company shall provide materials that specifically meet the BABA Act by stating on the material certification "**This product meets the Buy America, Build America (BABA) Act of the Infrastructure Investment and Jobs Act.**" The following materials are exempt from this requirement:

- Aggregates
- Asphalt Materials
- Air-Entraining Admixtures for Concrete
- Chemical Admixtures for Concrete
- Cementitious Grout
- Rapid-Set Concrete Patching Material
- Shotcrete Concrete
- Grout Used in Post-Tensioning
- Portland Cement and Blended Hydraulic Cement
- Fly Ash for Use in Concrete
- Silica Fume
- Slag Cement for use in Concrete and Mortars
- Blended Supplementary Cementitious Material for use in Concrete

4. The Secretary grants the City the right to locate and maintain its facilities upon highway right-of-way as shown on said Exhibit A.

5. If future road work requires any changes to or relocations of City's facilities, previously located on private right(s)-of-way but now located upon highway right-of-way as shown on Exhibit A, the Secretary will pay the cost of such changes or relocations.

6. The City's easement rights or other interests in the property included in the proposed highway right-of-way as shown on Exhibit A are subordinate to the Secretary's right and privilege to use the highway right-of-way without restriction or limitation as long as the Secretary is using such right-of-way for public highway purposes. The Secretary's rights extend to all air rights, surface rights, and below-surface rights appropriate for the construction, operation, and maintenance of the highway. Providing the City does not interfere with highway construction, operation, and maintenance, the City may maintain its relocated or altered facilities; construct additional facilities under, over, through, and across the property if the City's easement allows such construction; or perform any other act the City's easement allows. In exercising its rights, the City shall conform to all federal and state law, statutes, and regulations.

7. City certifies and has provided evidence showing the City has right of occupancy on private right-of-way by holding the fee, an easement, or other property interest. City certifies that no deed, easement, agreement, or other document granting City's existing right of occupancy on the private right-of-way requires City to relocate its facilities for public purposes at City's own expense.

8. Secretary certifies that payment for the utility relocation does not violate Kansas law or any existing contract between the City and the Secretary.

9. City shall notify the Kansas Department of Transportation's (KDOT's) Area Engineer at Winfield, Kansas by phone 620 705-6389, five days in advance of the time it expects to start work under this Agreement.

10. The City shall notify KDOT's Engineer in charge of said project when beginning, discontinuing, resuming, and upon completing the work.

11. The method of computing the actual relocation costs shall be:

Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by 23 C.F.R. 645 Subpart A.

12. City shall keep a detailed and accurate account of all labor, materials, supplies, incidentals, and all other costs involved in performing the work for three years after the date the City receives final payment. KDOT's Engineer in charge of said project or any authorized agent of KDOT or the Federal Highway Administration (FHWA) shall have access at all times to such records.

13. Upon completion of the work in accordance with said plans and estimates and upon receipt of a detailed final statement of cost prepared in accordance with the 23 C.F.R. 645 Subpart A, the Secretary will reimburse the City for 95% of the total eligible amount of final billing pending final audit. Upon completion of final audit, the Secretary will reimburse the City for the total amount of the final billing found eligible for payment by audit by the Department and/or FHWA. It is fully understood by and between the parties hereto that the required work in connection with the City's facilities may be directly related to a Kansas Department of Transportation road project providing for Federal reimbursement of a percentage of the cost. It is further agreed and understood that the City will reimburse the Secretary on demand, any sums disallowed to the Secretary by the Federal Highway Administration, for non-compliance by the City with the terms and conditions set out in the 23 C.F.R. 645 Subpart A, hereinbefore referred to.

14. **Audit.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular") Further, the [City of Winfield] agrees to the following provisions:

(a) **Audit.** It is the policy of the Secretary to make any final payments to the [City of Winfield] for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. §200.500 *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. §200.500 *et seq.*

(b) **Audit Report.** The Secretary may pay any final amount due for the authorized work performed based upon the [City of Winfield]'s most recent Single or Program Specific Audit Report "(Audit Report)" available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The [City of Winfield], by acceptance of this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The City of Winfield] agrees to refund payment made by the Secretary to the [City of Winfield] for items subsequently found to be not eligible for reimbursement by audit.

(c) **Agency Audit.** If the City is not subject to the Audit Standards set forth in 2 C.F.R. Part 200, the Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the City will participate and cooperate in the audit and shall make its records and books available to

representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If any such audit reveals payments have been made with federal funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

15. To be eligible for reimbursement, changes in the original scope of work or additional adjustments not covered in Paragraph 16 of this Agreement shall be submitted on a supplemental agreement (or change order) and approved by the City and the Secretary before the City makes such changes or adjustments.

16. Additional costs or revision in ratio or participation resulting from changes or adjustments under Paragraph 14 will become effective with submission of a final change order prior to or concurrent with final billing. Approval of such change order and/or ratio of participation will place the billing in line for audit and payment.

17. A. Description of work to be performed:

Relocate electric (transmission) line and appurtenances thereto to clear the proposed highway construction as shown on Exhibits A and B.

B. Method of accomplishing work shall be by Contract. (The City certifies that it is not adequately staffed or equipped to perform the work and agrees to comply with 23 C.F.R. 645 Subpart A.)

C. Estimated total cost of work to be accomplished is \$1,075,750.00.

D. The percentage of total actual costs of completed work to be borne by the Secretary is 100. Salvage value to be credited to project.

E. Time for completion of work: Company agrees to have work completed by September 15, 2024; provided, however, that Company's timely performance may be extended for unusually severe weather or for other reasons beyond the Company's control, including but not limited to, material deliverables, storm restoration requirements, land acquisition, environmental permitting, regulatory permitting, supply chain delays. This exception does not excuse Company's obligation to act in good faith to minimize delays including, but not limited to, enforcement of Company's contracts with third parties. Company agrees to provide Secretary with written notice of any delays that would significantly impact completion of the work. Secretary will compensate Company for any reasonable acceleration costs associated with delay.

F. The City or the City's contractor will furnish and erect the required traffic control signing and devices according to the attached Exhibits and the "Manual of Uniform Traffic Control Devices".

G. Special Provisions:

"All backfill within the highway right-of-way limits is to be compacted to a density equal to or greater than the density of the surrounding soil."

18. The City shall maintain and pay all expenses necessary to maintain the City's facilities located on state and any other public right of way as shown on Exhibit A. The City shall take necessary and reasonable safety measures to protect the traveling public

If the City's maintenance obligation requires work within the highway right-of-way, the City shall first obtain a written work permit from the proper authority. This permit shall contain reasonable regulations relating to such maintenance.

The City may open and disturb the surface of the highway right-of-way without a work permit if an emergency exists that endangers the public's safety and requires immediate preventive action or repair. Immediately upon discovering the emergency, the City shall notify the Kansas Highway Patrol and the KDOT Bureau of Construction and Maintenance. The City shall request a work permit from the proper authority no later than the second working day following the emergency.

The City shall not service its facilities from the highway, highway shoulder, or highway ramps. Exception: if an emergency exists that makes other ingress and egress temporarily impossible, the City may use the surfaced area of the highway right-of-way to approach the distressed lines or facilities and the City may use the surfaced shoulder for temporary parking.

19. The City agrees to hold the Secretary and the Secretary's authorized representatives harmless from and indemnify the Secretary for all claims, suits, damages (whether property damages, personal injury damages, or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from the City's failure to comply with its contract obligations under this Agreement, resulting from the City's negligent acts, errors, or omissions in relocating its facilities as provided in Paragraph 16, or all of the above. The City's liability for personal injuries and property damage shall not exceed the liability limits in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.* The City shall have no obligation to hold the Secretary or the Secretary's authorized representatives harmless from and indemnify these persons for the Secretary's or the Secretary's representatives' own negligence.

20. The Secretary agrees to hold the City and the City's authorized representatives harmless from and indemnify the City for all claims, suits, damages (whether property damages, personal injury damages, or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from the Secretary's failure to comply with its contract obligations under this Agreement. The Secretary's liability for personal injuries and property damage shall not exceed the liability limits in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.* The Secretary shall have no obligation to hold the City or the City's authorized representatives harmless from and indemnify these persons for the City's or the City's representatives' own negligence.

21. Kansas law governs this Agreement.

22. Kansas law (K.S.A. 46-239(c)) requires this agency to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. Consequently, please indicate below if this contract is being entered into with a legislator or a firm in which a legislator is a member.

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.

That legislator is: _____

Business Phone _____

Address (Street, City, State, Zip Code)

_____ No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

23. This Agreement creates no third party beneficiaries and authorizes no third party to maintain a suit for damages under this Agreement as a third party beneficiary or in any other capacity.

24. This Agreement binds the Parties and the Parties' successors and assigns.

25. In signing this Agreement, the Parties and the individual person signing represent that the person signing has the authority and capacity to execute and legally bind the respective entity to this Agreement.

Executed by the CITY this

Executed by the SECRETARY this

____ day of _____ 2024

____ day of _____ 2024

WINFIELD

CALVIN REED
SECRETARY OF TRANSPORTATION

BY: _____

BY: _____

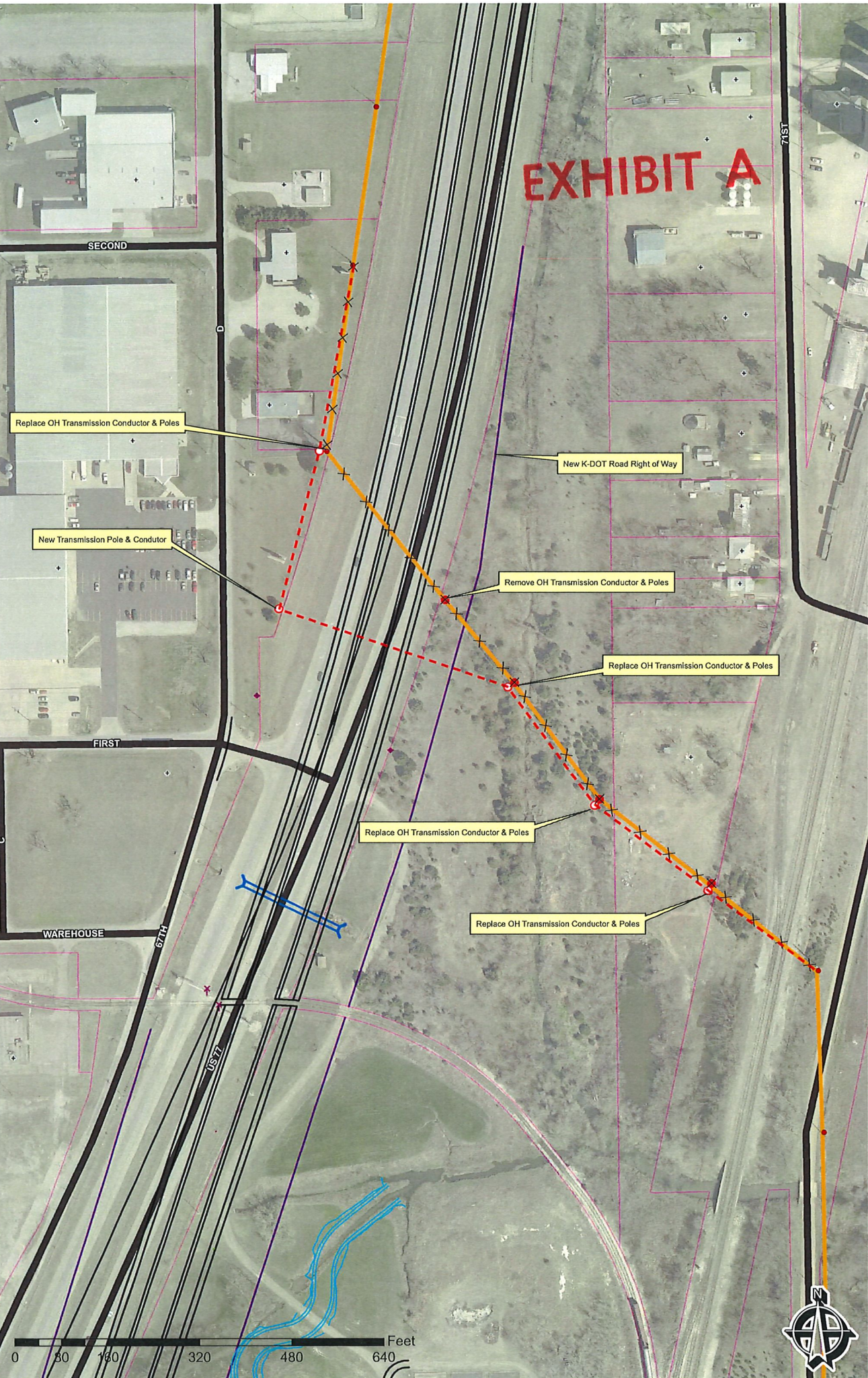
TITLE: _____

DEBBIE TANKING, P.E., CHIEF
BUREAU OF ROAD DESIGN

FEIN # _____

Send checks to: _____

EXHIBIT A



KDOT US77 Highway Relocation						
Structure	Description	Qty	Material	Labor	L&M	Total
1	Existing - modify to inline DE	1	\$2,500	\$5,000	\$7,500	\$7,500
2	New - DE west road xing	1	\$125,000	\$50,000	\$175,000	\$175,000
2	New - DE west road xing / FND	1	\$45,000	\$40,000	\$85,000	\$85,000
3	New - DE east road xing	1	\$125,000	\$50,000	\$175,000	\$175,000
4	New - DE east road xing / FND	1	\$45,000	\$40,000	\$85,000	\$85,000
5	New - replacement tangent str east side - Ductile Iron	4	\$15,000	\$20,000	\$35,000	\$140,000
	Engineering/survey	1		\$100,000	\$100,000	\$100,000
	Clearing	1		\$10,000	\$10,000	\$10,000
	Internal Labor (GL & City)	1		\$50,000	\$50,000	\$50,000
	Contingency - 30%					\$248,250
Total						\$1,075,750

EXHIBIT B



Request for Commission Action

Date: January 11, 2024

Requestor: Gus Collins, Director of Utilities
Dave Madrigal, Electric Supervisor

Action Requested: Consider acquisition of a new Altec Model AT41M Service Bucket truck.

Analysis: Electric Distribution has a five-year rotation plan for service bucket trucks. The current truck (2018 Ford service bucket) will rotate to the on-call crew. The 2013 service bucket truck currently utilized by stand-by crews will be removed from the fleet.

Fiscal Impact: We began soliciting bids in 2022 but were unsuccessful in obtaining any commitments due to supply chain issues (Chassis) until recently. Altec has stated they can provide us with a new truck built to spec within 15-18 months. The bid came in at \$255,342.69. We believe this is an excellent turnaround considering most trucks are 2+ years out. We're still waiting for the delivery of a bucket that we ordered in 2022.

We currently do not have this in the annual budget as we were unable to secure a bid at the time the budget was being prepared. We propose to cover this purchase out of the electric depreciation fund.

Attachments: See attached Quote.



Quote Number: 1488357 - 4
Altec, Inc.

December 21, 2023
Our 94th Year

Ship To:

CITY OF WINFIELD (KS)
ALTEC MISSOURI SERVICE CENTER
5202 E US HIGHWAY 36
SAINT JOSEPH, MO 64507-2550
US

Bill To:

CITY OF WINFIELD (KS)
PO BOX 646
WINFIELD, KS 67156
United States

Attn: DAVE MADRIGAL
Phone:
Email: dmadrigal@winfieldks.org

Altec Quotation Number: 1488357 - 4
Account Manager: Tim B. Wilcoxson
Technical Sales Rep: Callie Selleck Byrd

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	Altec Model AT41M Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls. Built in accordance to ALTEC's standard specifications and to include the following features: A. Ground to Bottom of Platform Height: 40.8 feet at 7.3 feet from centerline of rotation (12.45 m at 2.21 m) B. Working Height: 45.8 feet (13.96 m) C. Maximum reach to edge of platform with Upper Boom Non- overcenter: 30.1 feet (at 17.3 feet platform height) D. Upper boom extension: 110 inches E. Continuous rotation F. Articulating Arm: Articulation is from -3 to 82 degrees. Insulator provides 19 inches of isolation. G. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation. H. Upper Boom: Articulation is from -25 to 85 degrees. The fiberglass section provides a minimum of 10.9 inches of isolation in the upper boom (when retracted and 42.3 inches when extended). I. Platform leveling is achieved by a hydraulic master-slave leveling system. This lifetime system is very low maintenance. J. The dielectrically tested, insulating upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection. Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microamperes of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation. Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls. Control Console: Non-tested non-metallic control console plate.	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not dielectrically tested, but they may provide some protection against electrical hazards.		
K.	Hydraulic system: Open center (full pressure), maximum flow 6 GPM, maximum operating pressure 3,000.		
L.	Dielectric rating: Category C, 46 kV and below		
M.	Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.		
N.	Manuals: Two (2) Operator's and two (2) Maintenance/ Parts manuals containing instructional markings indicating hazards inherent in the operation of an aerial device.		
O.	Unit meets or exceeds ANSI 92.2 standards.		
2.	Pedestal	1	
3.	Install Boom Mounted Components for use with Automatic Boom Securing System	1	
4.	Single 1-Man Platform, Fiberglass, 24" x 30" x 42", End Mount, 180 Degree Rotation	1	
	Details: -Stow streetside as far as possible.		
5.	Platform Mounted Single Handle Controls	1	
	Details: -To be plumbed to give change controls per Ref. placard 970265168.		
6.	Material Handling Jib/Winch, Hydraulically Articulating, Top Mounted, Round (ARM Jib)	1	
7.	One (1) Platform Step - located on the side of the platform opposite the upper boom in the stowed position	1	
8.	Platform Elevator	1	
9.	Platform Cover - soft vinyl, 24 x 30 inches (610 x 762 mm)	1	
	Details: - Must cover controls		
10.	Platform Liner, 24 x 30 x 42 inches (610 x 762 x 1067 mm), 50 kV Rating	1	
11.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.	1	
12.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1	
13.	Jib Stick, 36" L, non extension, certified, orange in color	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Details: - To be 7-hole jib		
14.	Platform Lighting for illumination of platform controls	1	
15.	Throttle Control - Manually increase/decrease chassis engine speed to preset values. Control is captive air operated from the platform and momentary switch operated from the lower controls and outrigger controls.	1	
16.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
17.	Outriggers, Primary, Modified A-Frame With Integrated Subbase, 30"-34" Chassis Height, Electric Interlock, No Valves On Legs, 114" Spread, Fixed Shoe (AT37/41 M/ME/P/PE/S/SE)	1	
18.	Manual, Extra Operators and Maintenance/Parts	1	
19.	Lifting Eye - lifting eye on underside of lower boom. Rated at 1,000lbs (454kg) lifting capacity.	1	
20.	Winch load line swivel hook	1	
21.	Altec Unit Powder Painted White	1	
<u>Unit & Hydraulic Acc.</u>			
22.	Scuff Pad 24 x 30 With Step For Use With Platform Liner (U&H Acc)	1	
	Details: -Step to be installed front SS of platform.		
23.	Electric Outrigger Controls for one (1) set of outriggers, drive hydraulic outrigger control valves. Durable weather proof sealed electronic switches mounted in aluminum boxes located at the rear of the unit unless otherwise specified.	1	
24.	Temperature Sight Gauge (FA Supplied)	1	
25.	15 Gallon Reservoir, Rectangular	1	
	Details: - Installed at bulkhead with valve block		
26.	Hydraulic Oil, HVI-22 with Ultraviolet Dye (Standard)	25	
27.	Standard Pump For PTO	1	
28.	Hot shift PTO for automatic transmission	1	
29.	Standard Altec PTO/Transmission Functionality for Chevy/International CV with Automatic Allison Transmissions: -PTO will only engage when transmission is in neutral and the Parking Brake is engaged. -If transmission is in gear, and PTO switch is activated, PTO will not engage. Transmission will remain in gear. -Once the transmission is shifted back into gear the PTO will disengage. For some truck	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	configurations the PTO switch must be turned off to allow the transmission to shift into gear.		
30.	Standard Parking Brake Machine Interlock: Parking (holding) brake must be set before machine is operable.	1	
31.	Diagnostic System Pressure Test Kit (Includes Gauge and Hose Whip)	1	
	<u>Body</u>		
32.	Altec Body	1	
33.	Steel Body	1	
34.	Body Is To Be Built In Accordance With The Following Altec Standard Specifications:	1	
	A. Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel.		
	B. All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door.		
	C. Heavy-Gauge Welded Steel Frame Construction.		
	D. Integrated Door Header Drip Rail At Top For Maximum Weather Protection.		
	E. Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened.		
	F. Steel Treated For Improved Primer Bond And Rust Resistance.		
	G. Automotive Type Non-Porous Door Seals Fastened To The Door Facing.		
	H. B-Line Channel Installed In Compartments		
35.	Smooth Galvanneal Steel Floor	1	
36.	Low-Side General Service (LGS)	1	
37.	Finish Paint Body Altec White	1	
38.	Undercoat Body	1	
39.	132" Estimated Body Length (Engineering To Determine Final Length)	1	
40.	94" Body Width	1	
41.	Custom Body Compartment Height 44"	1	
42.	Custom Body Compartment Depth 18"	1	
43.	5.5 Inch Drop-In Wood Cargo Retaining Board At Rear Of Body	1	
44.	M-Track installed on curbside compartment tops	1	
45.	M-Track installed on streetside compartment tops	1	
46.	Adhesive Strip Lighting (LED) Around Top And Sides Of Compartment Door Facings	8	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
47.	Stainless Steel Rotary Paddle Latches With Keyed Locks	8	
48.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
49.	Standard Master Body Locking System	8	
50.	Gas Prop Rigid Door Holders On All Vertical Doors	1	
51.	Chains On All Horizontal Doors	1	
52.	Two Chock Holders On Each Side of Body With Retaining Lip In Fender Panel	1	
53.	No Hotstick Shelf Required	1	
54.	No Hotstick Door Required	1	
55.	1st Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	2	
56.	1st Vertical (SS) - Meter Shelf	1	
	Details: -Adjustable for three (3) meters. -DIA of meters TBD		
57.	1st Vertical (SS) - Outtrigger Housing, With Outtrigger Pin Access As Needed	1	
58.	2nd Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	2	
59.	1st Horizontal (SS) - Adjustable Shelf With Removable Dividers On 4" Inch Centers	1	
60.	1st Horizontal (SS) - Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom of Compartment	1	
61.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	1	
62.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	3	
63.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	1	
64.	1st Vertical (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	2	
65.	1st Vertical (CS) - Outtrigger Housing, With Outtrigger Pin Access As Needed	1	
66.	2nd Vertical (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	2	
67.	1st Horizontal (CS) - Fixed Shelf With Lip, No Slots, No Dividers (Plain Shelf)	1	
	Details: -Mounted above drawers		
68.	1st Horizontal (CS) - 4" High Drawer Kit On Slides, As Wide As Possible, Latched	2	
	Details: -Egg Crate Style On 2 Inch Centers -Mounted at bottom of compartment		
69.	Rear Vertical (CS) - Fixed Shelf With Removable Dividers On 4 Inch Centers	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Details: -Mounted above drawers		
70.	Rear Vertical (CS) - 4" High Drawer Kit On Slides, As Wide As Possible, Latched	4	
	Details: -Egg Crate Style On 2 Inch Centers -Mounted at bottom of compartment		
71.	Custom Tailshelf Dimensions/Material 32" long	1	
72.	Steel U-Shaped Grab Handle Installed on Tailshelf	1	
	Details: -Installed CS rear for 3pt. access -Add reel holder, ref. job# 56664626		
73.	Steel Recessed Gripstrut Side Access Steps On Curbside Of Tailshelf	1	
74.	Smooth Galvanneal Steel Tailshelf	1	
75.	Steel Sloped Grab Handle	1	
	Details: -Installed CS rear sidepack for 3pt. access		
76.	Fully Enclosed Ladder Box, 126",Horizontally Mounted,Steel,Roller At Rear,Retaining Chain, 21"W x 8"H Clear Interior, Typ Mounted Flush At Rear Of Body And Overhung Toward Cargo Area	1	
	Details: -Ship loose -To be mounted on CS compartment tops by customer after delivery -Install swing up door on ladder box, does not have to be weatherproof -Ref. job# 56664626		
77.	E-Track Installed On Curbside Interior Cargo Wall, Mounted As High As Possible	1	
78.	E-Track Installed On Streetside Interior Cargo Wall, Mounted As High As Possible	1	
79.	D-Ring, For Use With E-Track System	4	
	Details: -Ship loose		
80.	Swiveling J-Hook, For Use With E-Track System	4	
	Details: -Ship loose		
81.	Additional Body Option	1	
	Details: -Packrat drawer kit, 24"deep		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	-Installed on tailshelf under platform to be used as platform rest.		
82.	Additional Body Option	1	
	Details: -Install two (2) spool holders on SS cargo wall with 8" clearance for spool. -Installed perpendicular to body with tube or eyelet to run wire through. -Rods to be 3/4" diameter and 9" long with a pin and washer retainer on end. -Ref. job# 56664626		
83.	Additional Body Option	1	
	Details: -Two (2) hooks to be installed as high as possible on CS ladder box, spaced evenly apart.		
<u>Body and Chassis Accessories</u>			
84.	Set of Safety Chain D-Rings	1	
85.	ICC (Underride Protection) Bumper, Installed at Rear	1	
86.	Hitch Receiver Option 1	1	
	Details: -Two (2), 2" Class 3 Receiver hitches, one at front and one at rear -Ref. job# 56664626		
87.	Driveaway Safety Kit	1	
88.	Rubber Belted Step, 12 H 7 D 24 W, Steel, Mounted Beneath Side Access Steps (Installed to Extend Approx. 2 Outward)	1	
89.	Boom Rest for a Telescopic Unit	1	
90.	Automatic Boom Stow Securing System Installed on Boom Rest	1	
91.	Platform Rest, Rigid with Rubber Tube, 24 Inch	1	
	Details: -Installed on top of packrat drawer		
92.	Rubber Outrigger Pad 18 x 18 x 2 with Molded Rubber Handle	2	
93.	Outrigger Pad Holder, 20 L x 20 W x 3 H Fits 19.5 x 19.5 x 2 and Smaller Pads Bolt-On Bottom, Washout Holes with 3/4 Inch Lip Retainer, Steel	2	
	Details: -Install spacer so that outrigger pads do not hang when being pulled out.		
94.	Pendulum Retainers for Outrigger Pad Holders	2	
95.	Wheel Chocks Rubber with Metal Hairpin Handle 9.75 L x 7.75 W x 5 H (Pair) (Altec Preferred)	2	

Details:

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	-Two pairs		
96.	Mud Flaps with Altec Logo (Pair)	1	
97.	Post Style Cone Holder (Holds up to four 15 x 15 large cones)	1	
	Details: -Ship loose.		
98.	PVC Canister Kit, 6 DIA Pipe 124 L with Aluminum Cap Door and Mounting U-Bolts	2	
	Details: - Ship loose - Customer to install on SS compartment top, side by side after delivery		
99.	10 LB Fire Extinguisher with Heavy Duty Bracket Shipped Loose (Amerex #B456)	1	
100.	First Aid Kit, 2 Person	1	
	Details: -Ship loose.		
101.	Harness And Lanyard Option 1	1	
	Details: - Harness to be EXOFIT XP Model #1110841 - Lanyard with built in back web loop and rescue loops with quick connect buckles vest style with back and leg pads		
102.	Slope Indicator Assembly for Machine with Outrigger	1	
103.	Transformer Holder,28 H Upright with Rod Retainer	1	
	Details: -Ship loose.		
104.	Vinyl Manual Pouch for Storage of All Operator and Parts Manuals	1	
<u>Electrical Accessories</u>			
105.	Compartment Lights Wired to Dash Mounted Master Switch in Chassis Cab	1	
106.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
107.	Strobe Beacon Amber LED with Brush Guard (Standard) (Tecniq #K10-AAAD-1) Class II (Permit May Be Required) (Altec/Stock Preferred)	2	
	Details: -Mount one (1) post mounted on each side at front of body.		
108.	Corner Strobe Systems Option	1	
	Details: - Eight (8) Amber/White Code 3 XT4 Strobe lights - Two (2) on front Grille		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	- Two (2) at rear light channel - One (1) on each top corner of body, facing sides		
109.	Strobe Lights Wired Ignition Hot	1	
110.	Directional Light Bar, Amber, LED, 42 Inches Long (Federal Signal #MPSUSM42-8A-30) (Altec/Stock Preferred)	1	
	Details: -Ship loose. -Customer to install in light channel at rear after delivery.		
111.	Perimeter/Underbody Lights LED Black (Pair)	2	
	Details: -Ship loose, customer to install under body after delivery		
112.	Spot/Flood Light (LED) Option	2	
	Details: - Provide Two (2) E-Flood Litebox Rechargeable LED Flashlights with charging bases. Model Number (45825). - Ship loose. - Customer to mount in front of middle seat rear after delivery and wire to electrical in cab.		
113.	Remote Spot Light, LED, Permanent Mount, With Programmable Wireless Remote (Go-Light #20004)	2	
	Details: -To be installed on fender brackets, each side of chassis.		
114.	Dual Tone Backup Alarm With Outtrigger Motion Alarm	1	
115.	Altec Standard Multi-Point Grounding System	4	
116.	Grounding Lug, Copper, U-Shaped, Threaded	1	
	Details: -CS Rear.		
117.	PTO Hour Meter, Digital, With 10 000 Hour Display	1	
118.	Trailer Receptacle, 6-Way (Pin Type) Installed At Rear	1	
	Details: -Seal rear of trailer connector with silicone. -This is to prevent moisture entering the connections.		
119.	Altec Standard Trailer Plug Wiring	1	
120.	Upfitter Switches, GM (Supplied with Chassis)	1	
121.	Power Distribution Module 10 is a Compact Self-Contained Electronic System that Provides a Standardized Interface with the Chassis Electrical System	1	
122.	Install Chassis (OEM) Supplied Backup Camera In Final Assembly	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
123.	Install Outrigger Interlock System In Final Assembly	1	
124.	Install Remote Engine Start/Stop and Secondary Stowage Systems in Final Assembly	1	
125.	Install Two Speed Throttle System in Final Assembly	1	
126.	Heavy Duty Secondary Stowage Pump	1	
127.	PTO Indicator Light, Installed In Cab	1	
<u>Finishing Details</u>			
128.	Front and Rear Frame Mounted and Under Body Mounted Components (With the Exception of Rust Resistant Components) Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards)	1	
129.	Powder Coat Unit Altec White	1	
130.	Heavy Duty Cargo Coating, Gator Hyde	1	
	Details: - Cargo walls and bulkhead - Entire tailshelf and access steps - Front of body		
131.	Placard, Engine Block Heater	1	
132.	Safety and Instructional Decals English	1	
133.	Vehicle Height Placard Installed In Cab DEPS 002	1	
134.	HVI-22 Hydraulic Oil Placard	1	
135.	DOT Certification Required	1	
	ADDRESS: 200 E Ninth Winfield, KS 67156		
136.	Dielectric Test Unit According to ANSI Requirements	1	
137.	Stability Test Unit According to ANSI Requirements	1	
138.	Focus Factory Build	1	
139.	Delivery Of Completed Unit	1	
	1252 miles		
140.	Inbound Freight	1	
141.	As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024)	1	
142.	Completed Test Forms To Be Included In The Manual Pouch:	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	-Stability Test Form -Dielectric Test Form (For Insulated Units)		
143.	Final Assembly Electrical and Hydraulic Installation for Crew Cab or Extended Cab Chassis	1	
	<u>Chassis</u>		
144.	Altec Supplied Chassis	1	
145.	Chassis	1	
146.	Other Chassis Model Year 2023 Model Year	1	
147.	Chevrolet 6500HD	1	
148.	Dual Rear Wheel	1	
149.	4x4	1	
150.	Chassis Cab	1	
151.	Crew Cab (Full Double Cab With Four Full Length Doors)	1	
152.	Chassis Color - White	1	
153.	AM/FM Radio	1	
154.	Bluetooth	1	
155.	Block Heater	1	
156.	Limited Slip Rear Axle	1	
157.	Max Tow Package	1	
158.	Running Boards (Supplied By Chassis OEM)	1	
159.	Skid Plate	1	
160.	Trailer Brake Controller (Factory Installed)	1	
161.	12V DC Power Outlet	1	
162.	Air Conditioning	1	
163.	Backup Camera, OEM Supplied	1	
164.	Cruise Control	1	
165.	Keyless Entry	1	
166.	Power Door Locks	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
167.	Power Windows	1	
168.	Tilt Steering Wheel	1	
169.	84 Clear CA (Round To Next Whole Number)	1	
170.	GVWR 23,000 LBS	1	
171.	7,500 LBS Front GAWR	1	
172.	15,500 LBS Rear GAWR	1	
173.	Spring Suspension	1	
174.	Duramax 6600 6.6L	1	
175.	Diesel	1	
176.	Allison 2750 RDS Automatic Transmission	1	
177.	N2L - GM 40 Gallon Fuel Tank (Rear)	1	
178.	Chevrolet 6.75 Gallon DEF Tank (Under Cab Right Hand)	1	
179.	Chevy 45/55/6500 Rear Exit Exhaust	1	
180.	No Clean Idle Certification Required	1	
181.	EPA Emissions	1	
182.	Hydraulic Brakes	1	
183.	Park Brake At Rear Differential Pinion	1	
184.	Single Alternator (220 amp Minimum)	1	
185.	7Y8 - Dual Chassis Batteries with 1300 CCA	1	
186.	9L7 - Chassis Supplied Upfitter Switches	1	
187.	Chevrolet - F0D - Axle to End of Frame, 63 Inches (4500/5500/6500HD)	1	
188.	FPF - Manual Regeneration	1	
189.	NZZ - GM Skid Plate to Protect Transfer Case	1	
190.	PTO - GM PTO Throttle Wiring	1	
191.	UEH - Overhead Switch Panel	1	
192.	V76 - Recovery Hooks	1	
193.	VK3 - License Plate Kit	1	
194.	Vinyl Full Bench Seat	1	

Details:

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	-Rear Bench Seat		
195.	Vinyl Split Bench Seat	1	

Additional Pricing

196.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
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Miscellaneous

197.	Ext Warranty, Labor, Material and Expense, 5 Year Total (4 Year Extended), Category 2	1	
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Unit / Body / Chassis Total	255,342.69
FET Total	0.00
Total	255,342.69

Altec Industries, Inc.

BY

Callie Selleck Byrd

Notes:

1 Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date.

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

2 Estimated Delivery: 15-18 months after receipt of order PROVIDING:
A. Customer supplied chassis (if applicable) is received a minimum of sixty (60) days before scheduled delivery.
B. Customer approval drawings are returned by requested date.
C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
D. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Estimated Delivery is based on information at time of quote and is subject to change.

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Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

This quotation is valid until JAN 29,2024. After this date, please contact Altec Industries, Inc. for a possible extension.

F.O.B. - Customer Site

Interest charge of 1/2% per month to be added for late payment.

FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email finance@altec.com for more information.

Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

Any payment made by a credit card may be subject to a surcharge fee.

Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

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- 13 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.
- All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.
- Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.
- 14 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.
- 15 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:
- Outrigger pads (When Applicable)
 - Fall Protection System
 - Fire extinguisher/DOT kit
 - Platform Liner (When Applicable)
 - Altec Sentry Training
 - Wheel Chocks
- The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.
- 16 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and its subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.
- 17 **RECOMMENDED OPTIONS AND ACCESSORIES:** These options are not included in the quote total price. Selected options will change the quote total. Any options added after initial order will be re-quoted.



Request for Commission Action

Date: January 8, 2024

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

Action Requested: Awarding of a contract for tree removal.

Analysis:

Staff requested quotes regarding tree clearing for two areas within the City. The first area is between Main Street and the RR adjacent to the intersection of K360. This area has been repeatedly identified by the Army Corps of Engineers during levee inspections as having vegetation encroaching on this section of the levee. The other area is within the Wastewater Treatment plant. Tree growth has progressed to the point that it is impeding stormwater flows.

The two areas are similar in size. However, the area within the treatment plant has much larger trees and more is more difficult to access for hauling of the material. We received two quotes for the WW plant and one for the Levee. Staff is recommending awarding a contract to LG Pike for the work.

Fiscal Impact: Funding for this work would be from stormwater funds.

Attachments: Quotes, Exhibit Map

Stormwater Clearing Projects January 2024



**Date:**

12/26/2023

Customer:

City of Winfield

Job Name:

Tree Removal near levee

Description	QTY	Unit	Unit Price	Total
Remove and pile trees near levee with possibility of burning on site if allowed	1	LS	5,000.00	5,000.00
Total			\$	5,000.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. A notice for L G Pike to proceed with its work is an acceptance of each term and condition set fourth herein of this proposal. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents of delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

**Date:**

12/26/2023

Customer:

City of Winfield

Job Name:

Tree Removal at the sewer plant

Description	QTY	Unit	Unit Price	Total
Remove and pile trees at sewer plant drainage ditch	1	LS	20,000.00	20,000.00
Total			\$	20,000.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. A notice for L G Pike to proceed with its work is an acceptance of each term and condition set fourth herein of this proposal. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents of delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

4-A Sales

17603 131st Rd
Winfield, KS 67156

Estimate

Date	Estimate #
11/13/2023	003767

Name / Address
City of Winfield 200 E 9th Winfield, Ks 67156

			Project
Description	Qty	Rate	Total
Location: Waste Water Treatment Facility CUT-CLEAR-PILE IN DESIGNATED AREA MODERATELY-HEAVILY WOODED LAND. CLEAR OUT TREES AND UNDERBRUSH AT GROUND LEVEL. WILL ATTEMPT TO KEEP EXISTING FENCE-IN THE INSTANCE IT IS UNATTAINABLE WILL COMMUNICATE WITH DEPARTMENT HEAD PRIOR TO ALTERING FENCE LINE. WILL ATTEMPT TO MEET ANY REASONABLE, AGREED UPON DEADLINES. GOOD FOR 90 DAYS FROM DATE OF WRITTEN ESTIMATE PROOF OF INSURANCE AVAILABLE UPON REQUEST If you need any clarification or addendum's to estimate please reach out to Jeremy Andes 620-229-0294		50,000.00	50,000.00
GEREMY 620.229.0294 KASHA 620.222.4466 ANDESEARMS@YAHOO.COM		Subtotal	\$50,000.00
		Sales Tax (0.0%)	\$0.00
		Total	\$50,000.00