

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, February 06, 2017
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, Brenda Peters
MINUTES OF PRECEDING MEETING.....Tuesday, January 17, 2017

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 1707 – A Resolution – Authorizing and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across the real estate in a portion of the Northwest Quarter of Section 28, Township 32 South, Range 4 East of 6th P.M., in the City of Winfield, Cowley County, Kansas.

Bill No. 1708 – A Resolution – Authorizing and directing the City Manager to execute an actuarial services agreement between the SilverStone Group, Omaha, Nebraska and the City of Winfield.

Bill No. 1709 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an Extension to an Interlocal Cooperation Agreement between the City of Winfield, Kansas, the City of Arkansas City, Kansas, Cowley County Board of Commissioners, Cowley College and Business Partners represented by RCB Bank (originally CornerBank) and Union State Bank, for the operation of an economic development program.

OTHER BUSINESS

- Consider lease of E55 T4 Bobcat Compact Excavator
- Consider proposal for Community Center Roof Replacement
- Next City Commission Work Session will be Wednesday February 15, 2017 at 3:30 pm.

ADJOURNMENT

-Next regular meeting 5:30 p.m. Tuesday, February 21, 2017.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
January 17, 2017

The Board of City Commissioners met in regular session, Tuesday, January 17, 2017 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Brenda K. Butters presiding. Commissioners Ronald E. Hutto and Gregory N. Thompson were also present. Also in attendance were Gus Collins, Interim City Manager; Brenda Peters, City Clerk and William E. Muret, City Attorney. Other staff members present were Gary Mangus, Assistant to the City Manager; Russ Tomevi, Director of Public Works/Engineering and Dan DeFore, Water Superintendent.

City Clerk Peters called roll.

Commissioner Thompson moved that the minutes of the January 3, 2017 meeting be approved. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

BUSINESS FROM THE FLOOR

NEW BUSINESS

Bill No. 1705 – A Resolution – Accepting and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across the real estate in a portion of the Northwest Quarter of Section 34, Township 32 South, Range 5 East of 6th P.M., Cowley County, Kansas. Director of Public Works & Engineering Tomevi explains that this easement is granted by Darrell and Hilma Webber for property located approximately four miles east of K360 Bypass, and will allow for a new electric service for an oil well. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson all Commissioners voting aye, Bill No. 1705 was adopted and numbered Resolution No. 0517.

Bill No. 1706 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a Deed of Release for Airport property of approximately 4 Acres located at the Strother Field Airport. Interim City Manager Collins explains that this resolution has been requested by the Strother Field Manager in order to secure a deed of release for a property where a facility owned by Four County Mental Health is located. The intent is for the Strother Field Commission to sell the property to Four County Mental Health. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto all Commissioners voting aye, Bill No. 1706 was adopted and numbered Resolution No. 0617.

OTHER BUSINESS

-Consider bank stabilization project - Water Superintendent DeFore explains that a bank stabilization project proposed on Timber Creek has been approved by the State of Kansas. DeFore also explains that these projects are beneficial in a continuing effort to preserve the Winfield City Lake. Commissioner Thompson made a motion to approve an expenditure for the project for an amount of \$24,500 from the Water Preservation Fund. Motion was seconded by Commissioner Hutto. With all Commissioners voting aye, motion carried.

-The next scheduled Work Session will be held on February 2, 2017 at 4:00 p.m.

-Commission agreed to move the regular work session scheduled for Thursday February 16 to Wednesday February 15, 2017 at 4:00 p.m.

-Assistant to the City Manager Mangus informs the Commission that the City just received notification that City will be the recipient of a Community Development Block Grant in the amount of \$300,000 for the Housing Rehabilitation Project that Cowley First and the City has previously filed application for. Mangus notes that receipt of the grant funds is still contingent upon the State receiving them from HUD.

-The Commission expressed appreciation to Interim Manager Collins for his service as interim.

ADJOURNMENT

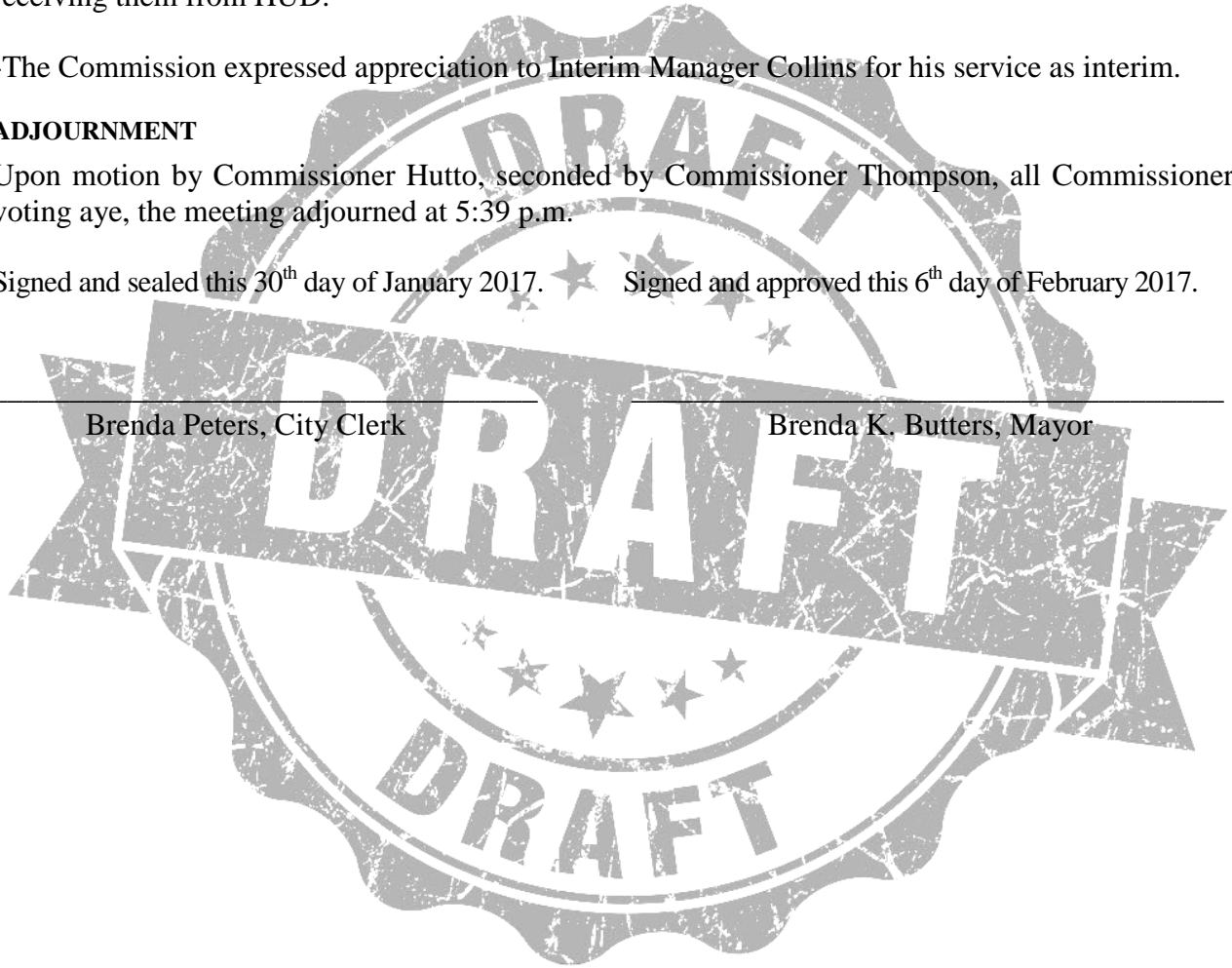
Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, the meeting adjourned at 5:39 p.m.

Signed and sealed this 30th day of January 2017.

Signed and approved this 6th day of February 2017.

Brenda Peters, City Clerk

Brenda K. Butters, Mayor



A RESOLUTION

ACCEPTING and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across the real estate in a portion of the Northwest Quarter of Section 28, Township 32 South, Range 4 East of 6th P.M., in the City of Winfield, Cowley County, Kansas.

WHEREAS, it was necessary to acquire a certain permanent easement to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances in Cowley County, Kansas; and,

WHEREAS, said easement is described as Commencing five feet either side of the utility lines as laid across a tract of land in the West Half of the Northwest Quarter of Section 28, Township 32 South, Range 4 East of the 6th P.M. in the City of Winfield, Cowley County, Kansas;

WHEREAS, said easement has been successfully negotiated.

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 accept a certain permanent easement in Cowley County, Kansas, granted by Gary L. Allred, and Pamela K. Allred, landowners, necessary to provide right-of-way for the purpose of installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across the real estate described as follows:

Beginning at a point on the East line of the Right-of-Way of the Frisco Railway, 150 feet South of the South line of Ninth Avenue; thence, East 455 feet to the West line of Lowry Street; thence, South 150 feet; thence, West to the West line of said Section 28; thence, North along the Section line to the East line of the Frisco Railway; thence, in a Northeasterly direction along the Right-of-Way to the point of beginning.

Section 2. The Clerk of the City of Winfield, Kansas shall record said easement with the Register of Deeds of Cowley County, Kansas.

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

ADOPTED this 6th day of February, 2017.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Jeremy Willmoth, City Manager/tp

PERMANENT EASEMENT

We, Gary L. Allred, and Pamela K. Allred, landowners, in consideration of the benefits to be obtained from the utility lines which are the subject of this easement, payment of the sum of \$1.00 and other valuable consideration, receipt of which is hereby acknowledged, do hereby convey and assign to the CITY OF WINFIELD, Cowley County, Kansas, a permanent easement and right-of-way for the purpose of installation, construction, maintenance, repair, and removal of said utilities and the necessary appurtenances therefor, in, over, under, and across the real estate described as follows:

Five feet either side of the utility lines as laid across a tract of land in the West Half of the Northwest Quarter of Section 28, Township 32 South, Range 4 East of the 6th P.M. in the City of Winfield, Cowley County, Kansas. Said tract is described as beginning at a point in the East line of the Right-of-Way of the Frisco Railway, 150 feet South of the South line of Ninth Avenue; thence, East 445 feet to the West line of Lowry Street; thence, South 150 feet; thence, West to the West line of said Section 28; thence, North along the Section line to the East line of the Frisco Railway; thence, in a Northeasterly direction along the Right-of-Way to the point of beginning.

The amount of money as set forth herein is in full payment for the use of said property and the undersigned releases the City of Winfield, Kansas, from any claims for damages for acts or omissions pertaining to the purpose as set forth herein except for negligence on the part of said City. There are no other agreements, oral or written, between the parties except as set forth herein.

This easement is binding upon the heirs, executors, administrators, successors, trustees, and assigns of the parties hereto.

Dated this 18th day of January, 2017.

Gary L. Allred
Gary L. Allred

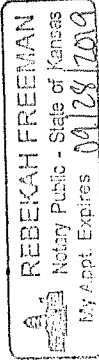
Pamela K. Allred
Pamela K. Allred

STATE OF KANSAS, COWLEY COUNTY, SS.

On this 18th day of January, 2017, before me a notary public in and for said county and state, personally appeared Gary L. Allred and Pamela K. Allred to me known to be the person named in and who executed the foregoing instrument, and duly acknowledged the execution thereof.

My commission expires: 9/28/2019

Rebekah Freeman
Notary Public



Accepted and authorized for filing in the Office of Register of Deeds, Cowley County, Kansas, this day of 2017 by Resolution No. of the Governing Body of the City of Winfield, Kansas.

ATTEST:

Brenda K. Butters, Mayor

Brenda Peters, City Clerk

City of Winfield
Proposed Utility Easement
Allred Property
909 Lowry St
January, 2017

NE 1/4 29-32 S-04 E
NW 1/4 28-32 S-04 E

10 ft wide Utility Easement

921
LOWRY ST

927
LOWRY ST

919
LOWRY ST

917
LOWRY ST

909
LOWRY ST

911
LOWRY ST

913
LOWRY ST

923
LOWRY ST

915
LOWRY ST

1001
LOWRY ST

LOWRY ST

W 10TH AVE



Legend

- Water Meters
- Water Lines
- Proposed Easement

A RESOLUTION

AUTHORIZING and directing the City Manager to execute an actuarial services agreement between the SilverStone Group, Omaha, Nebraska and the City of Winfield.

WHEREAS, the City maintains several employee benefit plans which are under the general management and administration of the City and;

WHEREAS, subject to the terms and conditions set forth herein, the City deems it appropriate to engage SilverStone Group to provide certain actuarial and administrative services for the plans, and SilverStone Group desires to accept such engagement;

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

Section 1. The Governing Body of the City of Winfield, Kansas, hereby authorizes the City Manager to execute an actuarial services agreement between the SilverStone Group, Omaha, Nebraska and the City of Winfield, a copy of which is attached hereto and made a part hereof.

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

ADOPTED this 6th day of February, 2017.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Jeremy Willmoth, City Manager

Actuarial Services Agreement

Between

SilverStone Group, Incorporated

and

City of Winfield, Kansas

THIS ACTUARIAL SERVICES AGREEMENT ("Agreement") is made and entered into effective as of the 1st day of January, 2017 (the "Effective Date"), by and between SilverStone Group, doing business from Omaha, Nebraska, (hereinafter referred to as "SilverStone Group"), and the City of Winfield, Kansas (hereinafter referred to as the "City").

WITNESSETH

WHEREAS, the City maintains several employee benefit plans which are under the general management and administration of the City.

WHEREAS, subject to the terms and conditions set forth herein, the City deems it appropriate to engage SilverStone Group to provide certain actuarial and administrative services for the plans, and SilverStone Group desires to accept such engagement.

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

1. **Contract for Services.** The City hereby contracts with SilverStone Group for their services as actuaries and administrators to the plans, and SilverStone Group hereby accepts such contract and agrees to provide such services in accordance with this Agreement.
2. **Actuarial Services.** SilverStone Group shall render such services as actuaries to the plans as requested by the City. Such services shall specifically include, but shall not be limited to, the services described as follows:
 - a. Analyze the data prepared by the City to assess any inconsistencies and make recommendations for enhancing data quality.

- b. Prepare a Governmental Accounting Standards Board GASB 45 valuation as of January 1, 2016 for the 2016 fiscal year including:
- Measurement of the Actuarial Present Value of Projected Benefits
 - Measurement of the Actuarial Accrued Liability
 - Calculation of the Unfunded Actuarial Accrued Liability
 - Measurement of the Actuarial Value of Assets, if any
 - Calculation of the Normal Cost
 - Calculation of the Annual Required Contribution
 - Calculation of the Annual OPEB Cost
 - Calculation of the Net OPEB Obligation
- c. Prepare and provide the City with the necessary material for the Comprehensive Annual Financial Report to comply with GASB OPEB reporting and disclosure requirements.
- d. Calculate the implicit rate subsidy and determine the impact it would have on the OPEB liability.

- e. Analyze the feasibility of establishing a trust or equivalent arrangement and how that would affect the interest rate assumption. Timing considerations of establishing the trust should also be considered.
 - f. Prepare a cash flow analysis ("pay as you go" cost projection)
 - g. As appropriate provide recommendations on managing the OPEB liability. This may include changes in plan design.
3. **Administrative Services.** SilverStone Group shall render such administrative services to the plans as requested by the City. Such administrative services shall include, but shall not be limited to, the services described as follows:
- a. **Report to Auditors/Assisting Auditors**

SilverStone Group will respond to the auditor's request for information regarding the annual actuarial valuations, financial disclosures, and administrative outsourcing functions that are needed to provide the audit confirmation.
4. **Other Consulting Services.** SilverStone Group will provide, at the City's request, additional consulting services to the plans. These services may include, but are not limited to, (i) attendance at meetings; (ii) plan design analysis; (iii) merger/acquisitions and impact on the existing City plans; (iv) plan document or plan summary reviews; (v) any other actuarial or administrative consulting services deemed necessary or appropriate by the plans of the City; (vi) suggestions/recommendations by SilverStone Group.
5. **Actuarial Fees.** As consideration for the services set forth in Paragraphs 2 through 4. above, the City agrees to pay SilverStone Group the fees summarized below:

Our proposed fees for items contained in Paragraph 2 above are:

| <i>Scope of Services</i> | <i>Maximum Fees</i> |
|---|---------------------|
| a. Analyze data to assess inconsistencies and make recommendations for enhancing data quality. | None |
| b. Prepare an actuarial valuation following the GASB 45 standard including: <ul style="list-style-type: none"> • Actuarial Present Value of Projected Benefits • Unfunded Actuarial Accrued Liability • Actuarial Accrued Liability • Actuarial Value of Assets • Normal Cost • Annual Required Contribution • Annual OPEB Cost • Net OPEB Obligation | \$5,650 |
| c. Provide the City with material (i.e. supporting schedules and tables) necessary for the Comprehensive Annual Financial Report in accordance with GASB OPEB reporting and disclosure requirements. | \$500 |
| d. Calculate the implicit rate subsidy and determine the impact it would have on the OPEB liability | None |
| e. Analyze the feasibility of establishing a trust or equivalent arrangement and how that would affect the interest rate assumption. | \$500 |
| f. Prepare a cash flow analysis ("pay as you go" cost projection). | \$400 |
| g. Provide recommendations on managing the | None |

OPEB liability.

The maximum fees for the Scope of Services are inclusive of all related hourly time charges and project expenses incurred to complete the projects outlined above.

Additional Related Projects and Meetings/Presentations

Charges for projects and any meetings/presentations outlined in Paragraphs 3 and 4 above or not outlined above or contemplated will be based on hourly time charges, any related direct expenses and any related travel expenses. If requested, an estimate of charges of any additional related service will be provided as the project is defined. Hourly billing rates applicable to calendar year 2017 of the assigned personnel are:

Hourly Billing Rate

| | |
|--------------------------|-------|
| Principal Actuary | \$290 |
| OPEB Actuarial Analyst | 170 |
| Group Medical Consultant | 290 |

6. ***Invoices.*** SilverStone Group shall provide the City with an invoice or invoices upon completion of the project. These invoices shall set forth the amount of fees incurred to complete the requested projects.

Payment for services must be made within 30 days of receipt of invoice. Payments made subsequent to such period, shall be subject to a late charge and reasonable interest as determined by SilverStone Group.

7. ***Term.*** The term of this Agreement shall commence on the Effective Date, and shall continue through December 31, 2017, unless terminated before that time by the City. The continuation of the agreement shall be contingent upon the periodic review by the City of the services being provided by SilverStone Group. This Agreement may be renewed for additional annual periods by mutual written agreement by both parties.

8. **Termination.** The City may terminate this Agreement at any time, with or without cause, by providing delivery of at least a 60 days advance written notice to SilverStone Group. In the event that the City exercises its right to terminate the Agreement as provided in this Paragraph, SilverStone Group shall be entitled to payment pursuant to Paragraph 5. hereof for services actually rendered to the City prior to the date of termination.

SilverStone Group may terminate this agreement at any time, with or without cause, by providing delivery of at least 60 days written advance notice to the City.

9. **Indemnification of the Plans.** SilverStone Group shall defend, indemnify and hold the City harmless from and against any and all claims, suits, losses, liabilities, costs, damages and expenses, including reasonable attorneys' fees and court costs, suffered or incurred by the City arising from or as a result of negligence, fraud or willful misconduct by SilverStone Group or any representative, agent or employee of SilverStone Group, or any such party's failure to perform its duties and obligations under this Agreement.

The City shall defend, indemnity and hold SilverStone Group harmless from and against any and all claims, suits, losses, liabilities, costs, damages and expenses, including reasonable attorney's fees and court costs, suffered or incurred by SilverStone Group arising from or as a result of negligence, fraud or willful misconduct by the City or any representative, agent or employee of the City or any such party's failure to perform its duties and obligations under this Agreement.

10. **Insurance.** From and after the Effective Date and continuing throughout the term of this Agreement, SilverStone Group shall, at their sole cost and expense, carry and maintain in full force and effect a professional liability /errors and omissions insurance policy with a policy limit of not less than Fifteen Million Dollars (\$15,000,000), issued by an insurance company acceptable to the

City, in its discretion. If requested, SilverStone Group shall provide the City with a certificate evidencing such coverage. SilverStone Group shall provide the City with not less than sixty (60) days prior written notice of any proposed change in the type, coverage or amount of insurance required hereunder.

11. Access to and Ownership of the City Files and Information.

SilverStone Group hereby acknowledges and agrees that the City and the City's authorized representatives, agents and employees shall have access to and the right to examine, inspect, audit, transcribe and copy during SilverStone Group's normal business hours, any and all accounts, books, documents, records and papers relating to the services provided pursuant to this Agreement. All such examinations shall be at the City's expense and shall be conducted in a manner which preserves the confidentiality of SilverStone Group's records and business operations.

All intellectual property rights (such as copyrights and trade secrets) relating to materials and information developed by or relating to the plans and disclosed or supplied to SilverStone Group under this Agreement (the "Plans Information") will belong exclusively to the City. All intellectual property rights (such as copyrights and trade secrets) relating to SilverStone Group's work product (including all materials and information developed by SilverStone Group in the course of performing services under this Agreement, but excluding Plans Information) ("SilverStone Group's Work") will belong exclusively to SilverStone Group. If personnel of SilverStone Group incorporate into SilverStone Group's Work any information relating to the plans to which SilverStone Group's confidentiality obligations under this Agreement apply, the information so incorporated into SilverStone Group's Work will be and remain subject to such confidentiality obligations. SilverStone Group hereby grants to the City the perpetual and unrestricted right to use, reproduce and incorporate into other work all SilverStone Group's work delivered to the City under this Agreement for any internal business purpose of the City.

12. **Confidential Treatment of Plan Files and Information.** SilverStone Group acknowledges and agrees that, in the course of rendering their actuarial and administrative services and otherwise performing their duties and obligations hereunder, they shall be provided and entrusted with the safekeeping of certain documents and information relating to the City and its property and accounts (including all information contained in the Plans Files, hereafter referred to as "Plans Information"). All such Plans Information shall at all times during the term of this Agreement and for a period of five (5) years thereafter, be treated by SilverStone Group as strictly confidential and sensitive proprietary business information. SilverStone Group shall maintain commercially reasonable policies and procedures to ensure the confidentiality and safekeeping of such Plans Information and shall not, except in accordance with the express terms of this Agreement or with the prior written consent of the City, disclose or permit the disclosure of any Plans Information to any person or entity whatsoever other than SilverStone Group's employees, officers and agents directly assigned to provide actuarial and administrative services to the plans hereunder, each of which shall be provided with such Plans Information solely on a "need-to know" basis and shall be bound by the confidentiality provisions of this Paragraph. The parties hereto acknowledge and agree that the confidentiality provisions set forth in this Paragraph shall not apply to: (i) information which is already known to SilverStone Group prior to disclosure by the City; (ii) information which is in the public domain or is otherwise generally available to the public; (iii) information which is available to SilverStone Group from third parties, which third parties and information are not subject to non-disclosure obligations to the City; or (iv) information which is independently developed by SilverStone Group. Furthermore, in the event any court or regulatory order or other service of legal process requires SilverStone Group to disclose information subject to the confidentiality provisions of this Paragraph, SilverStone Group, after providing written notice to the City as soon as reasonably possible after receipt of any such order or service of process, shall be permitted to make any disclosure required by law. SilverStone Group further

agrees to cooperate with the City in responding to any such orders. SilverStone Group acknowledges and agrees that any breach, attempted breach or repudiation of the confidentiality requirements set forth in this Paragraph would produce irreparable harm and injury to the City and therefore agree that specific performance and/or injunctive relief, in addition to any other remedies available to the City at law or in equity, shall be remedies available to prevent the breach, attempted breach or repudiation of this Paragraph.

13. **Integrated Agreement; Severability.** This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof. No other prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties relating to the subject matter hereof and not embodied in this Agreement, shall be of any force or effect. This Agreement shall not be modified except in a writing signed by all parties hereto. If any provision of this Agreement shall for any reason be held to be invalid, unenforceable, or contrary to public policy, whether in whole or in part, the remaining provisions shall not be affected by such holding.
14. **Governing Law.** The statutes, regulations, and judicial interpretations of the laws of the State of Nebraska shall determine all questions arising with respect to the provisions of this Agreement, except to the extent federal statutes supersede the laws of the State of Nebraska.
15. **Actuarial and Administrative Personnel.** SilverStone Group shall at all times throughout the term of this Agreement maintain a team of qualified professionals comprised of designated full-time employees/principals of SilverStone Group who are permanently assigned to monitor, oversee and provide on a daily basis all of the actuarial and administrative services to be provided to the plans hereunder, and to receive and address all concerns communicated by the City. The City, in its sole discretion, shall have the right to demand the replacement of any individuals assigned to provide actuarial and administrative services to the City hereunder, in which case SilverStone Group shall immediately replace such person(s) with qualified replacements

acceptable to the City in its sole discretion. SilverStone Group shall provide the City with no less than thirty (30) days advance written notice of any personnel changes or changes in SilverStone Group's management or organizational structure which may have an impact on SilverStone Group's performance hereunder. SilverStone Group shall use their good faith best efforts to minimize any disruption or interference with the actuarial and administrative services provided to the City as a result of any such management, organizational or personnel changes.

16. **Limitation of Liability.** Except for fraud, gross misconduct or willful misconduct by SilverStone Group, its affiliated companies, shareholders, associates or Board members, neither party will be liable to the other party for any indirect, consequential, incidental, special or punitive damages, including but not limited to loss of profit, income or savings, even if advised of such possibility, and neither party's total liability arising out of or related to this proposal for services under any theory of law will exceed the total remuneration payable by the City, to SilverStone Group in the 12 months before the accrual of the cause of action giving rise to liability.
17. **Dispute Resolution.** Any controversy, dispute or questions arising out of, in connection with or in relation to this agreement, between the City and SilverStone Group, its affiliated companies, shareholders, associates, or Board members or its interpretation, performance or nonperformance or any breach thereof shall be resolved through mediation before a mediator mutually agreed upon by the parties. In the event mediation fails to resolve the dispute within 30 days after a mediator has been agreed upon or such other longer period as may be agreed to by the parties, such controversy, dispute or question shall be settled by arbitration in accordance with the rules of the American Arbitration Association as applied to Nebraska by a sole arbitrator. Any court having jurisdiction thereof may enter a judgment upon the award rendered by the arbitrator. Each party will advance ½ of the cost for the arbitration. The prevailing party will be entitled to the right to record any judgment in any and all jurisdictions in order to

enforce the judgment and an allocation of cost within accordance with the arbitrator's decision.

IN WITNESS WHEREOF, the City and SilverStone Group have duly executed this **ACTUARIAL SERVICES AGREEMENT** effective as of the day and year first above written.

City of Winfield, Kansas

SilverStone Group.

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

City of Winfield, Kansas
200 E. Ninth
Winfield, KS 67156

SilverStone Group
11516 Miracle Hills Drive, Suite 100
Omaha, NE 68154



Memo

To: City Manager Willmoth
Mayor Butters
Commissioner Hutto
Commissioner Thompson

From: Brenda Peters

Subject: Silverstone Actuarial Agreement
Date: February 3, 2017

Attached for Commission consideration is an agreement between Silverstone Group, Inc. and the City of Winfield for the purposes of completing an actuarial valuation to identify certain factors associated with post employee benefits, and the associated ongoing (projected) costs that the City may be responsible for regarding these benefits.

GASB 45 - The Governmental Accounting Standards Board (GASB) has put a rule into place that states that governmental entities will recognize the cost of accrued liabilities for "promised benefits associated with past services and whether and to what extent those benefits have been funded" instead of a "pay-as-you go approach, which is how these benefits were reported prior to GASB 45.

GASB 45 requires the City to incorporate a stated future liability for all post employment benefit obligations into our annual financial statements to ensure that we properly report the value of possible future liabilities for the City. The valuation also provides useful information in assessing potential demands on the City's future cash flows. Lastly, it is a consideration (one of many) used by Standard & Poor's during its rating process of the City.

As would be expected, the fees for this service have increased over a two year period. In 2015, the fees paid to Silverstone were \$5,400 and the current proposal is for \$5,650. Since it is a best practice to engage an outside consultant that will provide an unbiased analysis of this information, and, since Silverstone Group, Inc. is familiar with the City's financial information, staff recommends engaging Silverstone to perform the bi-annual OPEB (Other Postemployment Benefits) actuarial audit.

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an Extension to an Interlocal Cooperation Agreement between the City of Winfield, Kansas, the City of Arkansas City, Kansas, Cowley County Board of Commissioners, Cowley College and Business Partners represented by RCB Bank (originally CornerBank) and Union State Bank, for the operation of an economic development program.

WHEREAS, the parties above entered into an Interlocal Cooperation Agreement for County Wide Economic Development Services in October of 2011; and

WHEREAS, section 4 of the Interlocal Agreement allows for the agreement to be extended by an additional three year period upon approval by all parties to the agreement;

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 Extension to an Interlocal Cooperation Agreement between the City of Winfield, Kansas, the City of Arkansas City, Kansas, Cowley County Board of Commissioners, Cowley College, and Business Partners as represented by RCB Bank (originally CornerBank) and Union State Bank for the operation of an economic development program.

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

ADOPTED this 6th day of February, 2017.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Jeremy Willmoth, City Manager

EXTENSION AGREEMENT

WHEREAS, the parties hereto entered into that certain Interlocal Cooperation Agreement For The Provision of County Wide Economic Development Services dated October 28, 2011; and

WHEREAS, said agreement was found to be and approved by the Attorney General of the State of Kansas as an Interlocal Agreement, properly entered into pursuant to K.S.A. 12-2901, et seq.; and

WHEREAS, pursuant to Section 4 of said Interlocal Agreement, the agreement may be extended for an additional three year period of time upon approval of all parties to the agreement; and

WHEREAS, all parties to the agreement, including RCB Bank, as successor in interest to CornerBank, desire to extend the agreement for the additional three year period of time; and

WHEREAS, upon renewal, each of the parties to the agreement shall abide by all terms and conditions of the original agreement for the extended term.

NOW, THEREFORE, it is agreed by and between the parties hereto the Interlocal Cooperation Agreement For The Provision of County Wide Economic Services dated October 28, 2011, be and it is hereby extended for a period of three years pursuant to Section 4 of said agreement from December 31, 2016 until December 31, 2019.

IN WITNESS WHEREOF, the parties hereto have cause this Extension Agreement to be executed as of the 1st day of January, 2017, and each does hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

Mayor, City of Arkansas City

ATTEST:

City Clerk, Arkansas City

Reviewed and approved for form by:

Tamara Niles, City Attorney for Arkansas City

IN WITNESS WHEREOF, the parties hereto have caused this Extension Agreement to be executed as of the 1st day of January, 2017, and each does hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

Mayor, City of Winfield

ATTEST:

Brenda Peters, Winfield City Clerk

Reviewed and approved for form by:

William E. Muret, Winfield City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Extension Agreement to be executed as of the 1st day of January, 2017, and each does hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

_____, Chairman
Cowley County Board of Commissioners

ATTEST:

Karen D. Madison, County Clerk

Reviewed and approved for form by:

Mark W. Krusor, County Counselor

IN WITNESS WHEREOF, the parties hereto have caused this Extension Agreement to be executed as of the 1st day of January, 2017, and each does hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

_____, President
Cowley College

ATTEST:

_____, Board Clerk

Reviewed and approved for form by:

David W. Andreas, Board Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Extension Agreement to be executed as of the 1st day of January, 2017, and each does hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

_____, President
RCB Bank

ATTEST:

_____, Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Extension Agreement to be executed as of the 1st day of January, 2017, and each does hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

_____, Chairman & CEO
Union State Bank

ATTEST:

_____, Secretary

The foregoing extension of the Interlocal Cooperation Agreement for the creation and participation in the Cowley County Economic Development Agency is hereby approved in accordance with K.S.A. 12-2901 *et. seq* on this ____ day of _____, 2017.

Derek Schmidt, Attorney General
State of Kansas



Product Quotation

Quotation Number: 26088D026147

Date: 2016-11-03 14:23:06

| Ship to | Bobcat Dealer | Bill To |
|---|---|---|
| City of Winfield - Water Dept Attn: Beau Bailey 2701 E Ninth Ave Winfield, KS 67156 Phone: (620) 221-5600 | White Star Machinery & Supply, Wichita, KS 3223 N HYDRAULIC WICHITA KS 67219-1213 Phone: (316) 838-3321 Fax: (316) 832-1375 Contact: Mike Robinson Phone: 316-858-8128 Fax: 316-832-1375 Cellular: 316-680-9842 E Mail: mrobinson@whitestarmachinery.co m | City of Winfield - Water Dept Attn: Beau Bailey 2701 E Ninth Ave Winfield, KS 67156 Phone: (620) 221-5600 |

| Description | Part No | Qt |
|---|----------------------------|----|
| E55 T4 Bobcat Compact Excavator | M3221 | 1 |
| 36 Month Protection Plus (2000 Hours) | 9974411 | 1 |
| A71 Option Package | M3221-P01-A71 | 1 |
| Hydraulic X-Change | Hydraulic Clamp (Class IV) | |
| Extendable Arm | M3221-R03-C03 | 1 |
| 2nd Aux Hyd Extendable Arm | M3221-R07-C03 | 1 |
| Deluxe Cab Display | M3221-R14-C04 | 1 |
| Travel Motion Alarm | M3221-R11-C02 | 1 |
| Radio | M3221-R26-C02 | 1 |
| 24" Base Class 4 | M7022 | 1 |
| --- 24" X-Change Severe Duty Trenching Bucket, Class 4 | M7022-R01-C02 | 1 |

| | |
|--------------------------|---------------|
| Total of Items Quoted | \$91,191.00 |
| Discount Dealer Discount | (\$31,191.00) |
| Quote Total - US dollars | \$60,000.00 |

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature: _____

Print: _____ Sign: _____ Date: _____

Contract ends 2/18/17
one time pmt = \$7560.⁰⁰



Quality Single-Ply & Metal Roofing
Commercial Contractor

No. 16056
January 10, 2016

Proposal

Project: Winfield Senior Center Mansard Reroof
Project Location: 700 Gary, Winfield, KS 67156
Owner: City of Winfield

Section: All Mansard Roof Areas
Attn: Rick Meyer

We propose to furnish required materials and all labor as herein described and specified, for the above mentioned project as follows, subject to acceptance within 60 days.

Base Bid:

- ☐ Our firm bid price to complete a new Tamko MetalWorks steel shingle roof system at all mansard roof locations is **\$30,955.00**

Scope of work:

- Supply labor and equipment to sheer off existing metal fascia flashing at top of mansard roof along with all existing asphalt shingle roof system and dispose of debris from the premises.
- Furnish and install palisade underlayment vapor barrier as well as ice and water shield at all valley locations.
- Furnish and install new AstonWood Steel Shingles by Tamko MetalWorks along with all required clips, drip edge, valleys, hip and ridge, and all other trims to complete new steel shingle roof system per manufacturer's specifications.
- Supply and install new prefinished metal fascia flashing with gravel stop at top edge of mansard roof areas.
- Provide materials and labor to install new 12" strip of modified bitumen around perimeter where existing fascia was removed and to flash in new metal fascia.

Alternate #1 – Roof Repairs (Add):

- ☐ Our firm bid add price to review and repair past repair work and complete required new roof repairs at flat roof areas is **\$1,500.00**

Alternate #2 – Deck Replacement (Add):

- ☐ Our firm bid add price to remove and replace T&G decking at south mansard roof deck is **\$2,100.00**

Warranty:

- Tamko MetalWorks to provide 50 year limited material guarantee.
- Sheet metal manufacturer to provide a 20 year paint finish warranty.
- Bloyer & Sons to provide a two (2) year workmanship warranty.

Exclusions:

- State and local material sales tax.

Please feel free to contact me (Gabe) on my cell at (620) 218-1925 with any questions about the above items.

5645 172nd Rd. Winfield, KS 67156

www.bloyerandsons.com

P: (620) 221-0594 - F: (620) 229-2232

TERMS of PAYMENT — Net 30 days upon project completion.

ACCEPTANCE OF PROPOSAL — The above prices, specifications and conditions, are satisfactory and are hereby accepted. You are authorizing Bloyer & Sons, Inc. to do the work as specified. Payment will be made as outlined above.

Approved By: Gabe Bloyer

Accepted By: _____

Title: Sales & Estimates

Title: _____ Date: _____