

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, August 07, 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.....Monday, July 17, 2017
Wednesday July 19, 2017

PUBLIC HEARING

-Consider proposed 2018 Annual Budget

BUSINESS FROM THE FLOOR

-Citizens to be heard

OLD BUSINESS

Bill No. 1753 – A Resolution – Setting forth findings that the structure, a house, located on a tract of land legally described as follows *Lot 7 and 8, Block 14, College Hill Addition, Winfield, Kansas*, commonly known as 420 Soward St. recorded in Book 578 Page 154, in the Office of the Register of Deeds in Cowley County, Kansas, is unsafe and/or dangerous and ordering said structure to be repaired or removed in ninety (90) days. (Tabled on July 17, 2017 until August 21, 2017.)

NEW BUSINESS

Ordinances & Resolutions

Bill No. 1761 – An Ordinance – Authorizing filing of application with the Federal Energy Regulatory Commission (FERC) by the Kansas Power Pool (KPP), a Municipal Energy Agency, on behalf of the City of Winfield, a member city of the KPP, for waiver of the City's must-purchase requirement under the Public Utility Regulatory Policies Act of 1978 (PURPA) and adopting rules for compliance with FERC's PURPA regulations.

Bill No. 1762 A Resolution – Accepting and authorizing the filing of certain permanent and temporary easements for the replacement of the 14th Avenue bridge, Project No. 18 U-1681-01.

OTHER BUSINESS

-Consider CMB application for New China Wok Buffet, 1620 Main St.
-Consider Service Agreement for ECG monitors for Fire/EMS

ADJOURNMENT

-Next regular meeting 5:30 p.m. Monday, August 21, 2017.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
July 17, 2017

The Board of City Commissioners met in regular session, Tuesday, July 18, 2017 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Brenda K. Butters presiding. Commissioners Gregory N. Thompson and Ronald E. Hutto were also present. Also in attendance were Jeremy Willmoth, City Manager; Brenda Peters, City Clerk and William E. Muret, City Attorney. Other staff members present were Russ Tomevi, Director of Public Works/Engineering; Gus Collins, Director of Gas and Wastewater Utilities; and John Adams, Community Development Environmental Inspector.

City Clerk Peters called roll.

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

PROCLAMATION

Mayor Butters presented a proclamation congratulating students Lexi Wilson, Ashley Jarvis, and Michael Endicott, lead by their director Carey D.E. Keller from the STEM Center for Innovation Engineering program for being named National Champions in Engineering Technology/Design.

PRESENTATION – Police Academy Coordinator Frank Owens presented a certificate of completion to City Manager Willmoth for participation in the 2017 Citizen's Academy.

PUBLIC HEARING

Mayor Butters opened a public hearing to consider the condemnation of a house in the City of Winfield, Kansas, located at 420 Soward Street. Tracy Schumacher of 2012 E 12th Avenue (previous owner of 420 Soward) appeared to inform the Commission that this property had been in foreclosure, but was concerned that he still is listed as the owner of record, and asked for advice on how he should proceed as he did not wish to be responsible for the cost of demolition. Mayor Butters closed the public hearing.

Mayor Butters opened a public hearing to consider the condemnation of a house in the City of Winfield, Kansas, located at 1012 Lowry Street. With no one present to speak, Mayor Butters closed the public hearing.

BUSINESS FROM THE FLOOR

Greg Powers, 3207 152nd Rd, appeared to talk to the Commissioners about food trucks and updating Section 66 (Peddlers) of the City of Winfield Municipal Code.

NEW BUSINESS

Bill No. 1750 – An Ordinance – Amending Chapter 74, of the Revised Ordinances of the City of Winfield relating to Standard Traffic Ordinances by striking Section 74-82(k) and adding a new Section 74-82(k). Public Works Director Tomevi explains that this ordinance was prepared at the

request of USD #465 to amend the time of when the 20 m.p.h. limit is required at a school zone located on 8th Avenue adjacent to the Winfield Early Learning Center. The request is made based upon the change in times for the school day. The request is for the school zone 20 mile-per-hour speed limit begin at 2:45 p.m. instead of 3:00 p.m. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 1750 was adopted and numbered Ordinance No. 4060.

Bill No. 1751 – An Ordinance – Amending Chapter 74, Section 74-226 of the Revised Ordinances of the City of Winfield relating to No Parking in the 2100 Block of Warren Avenue. Public Works Director Tomevi explains that this ordinance was also prepared at the request of USD #465 and the School Resource Officer. Tomevi explains that there has been no parking on Warren Avenue and Viking Boulevard for several years from 8:00 a.m. to 3:00 p.m. Monday through Friday except holidays. The school district has lengthened the times for the school day at the High School and Middle School (on Viking Boulevard) and this action would adjust the end time to 4:00 p.m. instead of 3:00 p.m. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 1751 was adopted and numbered Ordinance No. 4061.

Bill No. 1752 – An Ordinance – Creating Section 78-175, of the Municipal Code of the City of Winfield, Kansas pertaining to back flow prevention devices providing non-compliance of annual testing. Director of Gas & Wastewater Utilities Collins explains that this ordinance is related to backflow prevention devices, and that the Winfield Code currently does require the installation of backflow devices in certain situations, however, licensing of certified installers is not currently included, as well as consequences related to required annual testing of the devices. This ordinance would add a section to address the licensing requirements and consequences of annual testing. Collins further explains that this revision was taken before the Building Trades Board and received unanimous approval to recommend the adoption of this new section. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 1752 was adopted and numbered Ordinance No. 4062.

Bill No. 1753 – A Resolution – Setting forth findings that the structure, a house, located on a tract of land legally described as follows *Lot 7 and 8, Block 14, College Hill Addition, Winfield, Kansas*, commonly known as 420 Soward St. recorded in Book 578 Page 154, in the Office of the Register of Deeds in Cowley County, Kansas, is unsafe and/or dangerous and ordering said structure to be repaired or removed in ninety (90) days. Community Development Environmental Inspector Adams explains that this resolution provides the repair or removal of a structure at the address of 420 Soward Street. Adams also explains that the City has been mowing the property for several years. Adams further explains that the ownership of this property is in question per his research at the County. Previous owner Tracy Schumacher had spoken during the public hearing earlier about ownership of the property and the question of who owns it currently. Due to this information, the Commission discussed giving the Schumachers 30 days to resolve the ownership question. Commissioner Thompson moved to adopt Bill No. 1753 to get the bill on the floor. Commissioner Thompson then made a motion to table Bill No. 1753 until August 21, 2017. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

Bill No. 1754 – A Resolution – Setting forth findings that the structure, a house, located on a tract of land legally described as follows *Lot 9 and the South 10 feet of Lot 10, Block 30, Manning's Addition*

to the City of Winfield, Kansas, commonly known as 1012 Lowry St., recorded in Book 0893 Page 0679, Instrument No. 000954, in the Office of the Register of Deeds in Cowley County, Kansas, is unsafe and/or dangerous and ordering said structure to be repaired or removed in ninety (90) days. Community Development Environmental Inspector Adams explains that the structure on a property located at 1012 Lowry is in need of repair or removal. Adams states that notices have been sent by the City and signed for by owner of record, which is Lakeside Portfolio of Ft. Lauderdale, Florida, but no contact has been received by the City about the property. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 1754 was adopted and numbered Resolution No. 4517.

Bill No. 1755 – A Resolution – Determining the existence of certain nuisances in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Community Development Environmental Inspector Adams explains that this resolution is for a nuisance and clean-up of property located at 218 N. Iowa. Adams states that a letter was sent by the City and signed for by the property owner, but no contact was made back to the City regarding the clean-up of the property. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 1755 was adopted and numbered Resolution No. 4617.

City Clerk Peters introduced David Arteberry with George K. Baum and Company to talk to the Commission about some upcoming projects that will require financing. It was discovered that a resolution would need to be added to the agenda. (A resolution authorizing the re-finance of the outstanding lease for the Wastewater Treatment Plant.) This resolution was placed on the agenda as Bill No. 1759. Bill No. 1759 (A Resolution authorizing the sale of notes) was re-numbered Bill No. 1760. Arteberry explains that there is a total of six different projects that the City is seeking temporary note financing for, including, the 14th Avenue bridge replacement, sewer improvements to Country Club Estates and Country Club Villas, water improvements for Country Club Villas, Street Improvements to Country Club Villas, a Fire Pumper Truck for the Fire Department, and a re-finance for the outstanding lease for the Wastewater Treatment Plant. Arteberry also explains that the City has an outstanding temporary note issued in 2016 that will also be consolidated into the 2017 note. The total principal amount for all projects and re-financing for the 2017 note is \$6,305,000 (subject to change). Arteberry further explains that the first step is that the projects need to be authorized by the Commission; the second step is for the Commission to authorize the sale of the notes; and then the third step is the Commission will pass a note resolution which officially issues the notes. Arteberry informs the Commission that the first two steps for the financing will be covered at this meeting with the following Ordinance and four resolutions. (Bill No. 1756, Bill No. 1757, Bill No. 1758, Bill No. 1759, and Bill No. 1760)

Bill No. 1756 – An Ordinance – Authorizing and providing for the construction of sewer improvements in the City; and providing for the payment of the costs thereof. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 1756 was adopted and numbered Ordinance No. 4063.

Bill No. 1757 – A Resolution – Determining the advisability of the making of certain internal improvements in the City of Winfield, Kansas; making certain findings with respect thereto; and authorizing and providing for the making of the improvements in accordance with such findings (street and drainage improvements\Country Club Villas); and repealing Resolution No. 0208. Upon

motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 1757 was adopted and numbered Resolution No. 4717.

Bill No. 1758 – A Resolution – Determining the advisability of the making of certain internal improvements in the City of Winfield, Kansas; making certain findings with respect thereto; and authorizing and providing for the making of the improvements in accordance with such findings (water main improvements\Country Club Villas); and repealing Resolution No. 0108. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 1758 was adopted and numbered Resolution No. 4817.

Bill No. 1759 – A Resolution – Authorizing and providing for improvements included in the multi-year Capital Improvement Plan for the City of Winfield, Kansas; and providing for the payment of the costs thereof. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 1759 was adopted and numbered Resolution No. 4917.

Bill No. 1760 – A Resolution – Authorizing the offering for sale of General Obligation Temporary Notes, Series 2017-1, of the City of Winfield, Kansas. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 1760 was adopted and numbered Resolution No. 5017.

OTHER BUSINESS

Commissioner Thompson made a motion to set a public hearing for the proposed 2018 Annual Budget on Monday, August 7, 2017 at 5:30 p.m. in the Community Council Room. Motion was seconded by Commissioner Hutto. With all Commissioners voting aye, motion carried.

Mayor Butters announced that the annual budget workshop to discuss the City's 2018 proposed budget will be held on Wednesday, July 19, 2017 at 1:00 pm at the Physician's Pavilion.

ADJOURNMENT

Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, the meeting adjourned at 6:30 p.m.

Signed and sealed this 3rd day of August 2017.

Signed and approved this 7th day of August 2017.

Brenda Peters, City Clerk

Brenda K. Butters, Mayor

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
July 19, 2017

The Board of City Commissioners met in special session, Wednesday, July 19, 2017 at 1:00 p.m. in the lower level of the Physician's Pavilion, 1230 E. 6th Avenue; Mayor Brenda K. Butters presiding. Commissioners Gregory N. Thompson and Ronald E. Hutto were also present. Also in attendance were Jeremy Willmoth, City Manager, and Brenda Peters, City Clerk.

City Clerk Peters called Roll.

OTHER BUSINESS

-Consider a CMB application for The Lumberyard, 314 W. 8th Avenue – City Clerk Peters presented an application received for The Lumberyard, a restaurant located at 314 W. 8th Avenue, managed by Robert J. Lattimore. Peters explains that the inspection has been completed, but the background check on Mr. Lattimore has not been received, and recommends approval of the application subject to a favorable background check. Commissioner Thompson moved to approve the CMB application for the Lumberyard contingent upon receipt by the Clerk of a favorable background check for Mr. Lattimore. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

ADJOURNMENT

Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, the meeting adjourned at 2:52 p.m.

Signed and sealed this 30th day of August 2017.

Signed and approved this 3rd day of August 2017.

Brenda Peters, City Clerk

Brenda K. Butters, Mayor

BILL NO. 1761

ORDINANCE NO. 4064

AN ORDINANCE

AUTHORIZING filing of application with the Federal Energy Regulatory Commission (“FERC”) by the Kansas Power Pool (“KPP”), a Municipal Energy Agency (“KPP”), on behalf of the City of Winfield (“CITY”), a Member City of the KPP, for waiver of the City’s Must-Purchase requirement under the Public Utility Regulatory Policies Act of 1978 (PURPA) and adopting rules for compliance with FERC’s PURPA regulations.

WHEREAS, PURPA is the Public Utilities Regulatory Policy Act of 1978 and its basic goal is to require electric utilities, which include The Kansas Power Pool (“KPP”), a municipal energy agency (the “KPP”), and the City of Winfield (the “City”), to purchase the output of certain generating facilities which may locate in their service territories at a negotiated rate or at “avoided cost”; and

WHEREAS, Federal Energy Regulatory Commission (FERC) provides the option to seek a waiver to exempt the City, a Member City of the KPP that has contracted to purchase its full requirements for electric capacity and energy from the KPP, from having to purchase the output of a PURPA qualifying facility (QF) that seeks to interconnect with the Member City’s electrical system, directing the QF instead to the KPP which would assume the obligation to purchase the output of such QF, while the Member City would remain obligated to interconnect with and make sales of retail electricity to a QF in accordance with PURPA; and

WHEREAS, on _____, the Board of Directors of the KPP passed Resolution No. ____ which adopted Rules for Compliance with FERC’s PURPA Regulations and authorized the filing of the above-referenced application for waivers on behalf of the KPP and any Member City which wished to join therein.

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

Section 1. The above recitals are incorporated herein by reference as if fully restated.

Section 2. The filing of said waiver request with FERC by the KPP on behalf of the City is hereby approved.

Section 3. Regarding the assumption by the KPP of the responsibility to purchase the output of QFs in lieu of those Member Cities that wish to participate in the waiver application, the Governing Body of the City hereby assigns to the KPP the responsibility for such purchases and approves the assumption of said undertaking by the KPP.

Section 4. The KPP's Rules for Compliance with FERC's PURPA Regulations are hereby approved by the Governing Body of the City, with which the City shall abide, and which provide, inter alia, that (1) the KPP and City shall not avoid or frustrate the purpose of any PURPA-mandated obligation; (2) the KPP and City shall permit any QF to interconnect with KPP's and Member Cities' transmission and distribution systems subject to reasonable requirements for the protection of their systems; (3) the KPP and City shall not charge duplicative fees to any QF for interconnection or wheeling; (4) the KPP shall not subject a QF to any duplicative charges or additional fees as a result of the KPP's purchase of power from a QF that would otherwise be purchased by any one of the Member Cities; and (5) the City interconnected with the QF shall sell any capacity and energy to the QF that is required by it.

Section 5. The Mayor and City Clerk of the City be, and each of them are, hereby authorized to execute or accept such further documents and to take or cause to be taken any and all such further action as may be reasonable required on the part of the City to carry out, give effect to and consummate the transactions contemplated hereby.

Section 6. This Ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the City, approval by the Mayor and either (a) publication once in the official newspaper of the City, or (b) publication of a summary hereof certified as legally accurate and sufficient by the City Attorney.

ADOPTED by the Governing Body of the City of Winfield on this 7th day of August, 2017.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Brenda Peters, City Clerk

Approved as to form: _____
Bill Muret, City Attorney

Approved for Commission action: _____
Jeremy Willmoth, City Manager

A RESOLUTION

ACCEPTING and authorizing the filing of certain permanent and temporary easements for the replacement of the 14th Avenue bridge, Project No. 18 U-1681-01.

WHEREAS, in order to commence said improvement project, it was necessary to acquire certain permanent and temporary easements; and,

WHEREAS, said easements have been successfully negotiated;

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, Cowley County, Kansas, are hereby authorized and directed to accept certain permanent and temporary easements for the replacement of the 14th Avenue bridge Project No. 18 U-1681-01, copies of which are incorporated hereto and made a part hereof the same as if fully set forth herein:

<u>Landowner</u>	<u>Easement Type</u>
Daniels	Permanent
Daniels	Temporary
Nickel	Permanent
Nickel	Temporary

Section 2. The Clerk of the City of Winfield, Kansas, shall record said easements 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 7th day of August, 2017.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Brenda Peters, City Clerk

Approved as to form: _____
Bill Muret, City Attorney

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

PERMANENT EASEMENT

I, Betty J. Daniels, as Trustee of the Betty J. Daniels Revocable Trust, owner, in consideration of benefit to be obtained from the drainage improvements which are the subject of this easement, payment of the sum of \$410.00 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 drainage improvements and the necessary appurtenances therefor, in, over, under, and across the real estate described as follows:

All that part of the Southwest Quarter of Section 29, Township 32 South, Range 4 East of the 6th P.M. in the City of Winfield, Cowley County, Kansas, and being more particularly described as follows:

Commencing from the Southeast corner of the Southwest Quarter of said Section 29; thence North 01°22'23" West along the East line of the of said Southwest Quarter, a distance of 1,158.43 feet; thence South 88°37'37" West, a distance of 603.62 feet to the True Point of Beginning, said point being on the South Right-of-Way line of 14th Avenue, as previously established; thence South 06°37'44" East, a distance of 19.78 feet; thence South 83°22'16" West, a distance of 103.13 feet; thence North 87°43'52" West, a distance of 106.24 feet; thence North 01°03'35" West, a distance of 19.78 feet to a point on the South Right-of-Way line of 14th Avenue; thence South 87°02'30" East, on the South Right-of-Way line, a distance of 98.08 feet; thence North 83°22'16" East, on the South Right-of-Way line, a distance of 109.46 feet to the True Point of Beginning. This tract contains 4,056.05 square feet (calculated).

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 26th day of July, 2017.

Betty J. Daniels
Betty J. Daniels, Trustee

STATE OF KANSAS

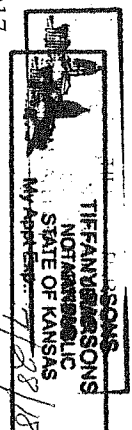
COUNTY of COWLEY, SS.

On this 26th day of July, 2017, before me a notary public in and for said county and state, personally appeared Betty J. Daniels to me known to be the person named in and who executed the foregoing instrument, and duly acknowledged the execution thereof.

Brenda K. Butters
Notary Public

My commission expires:

Dated this 26th day of July, 2017.



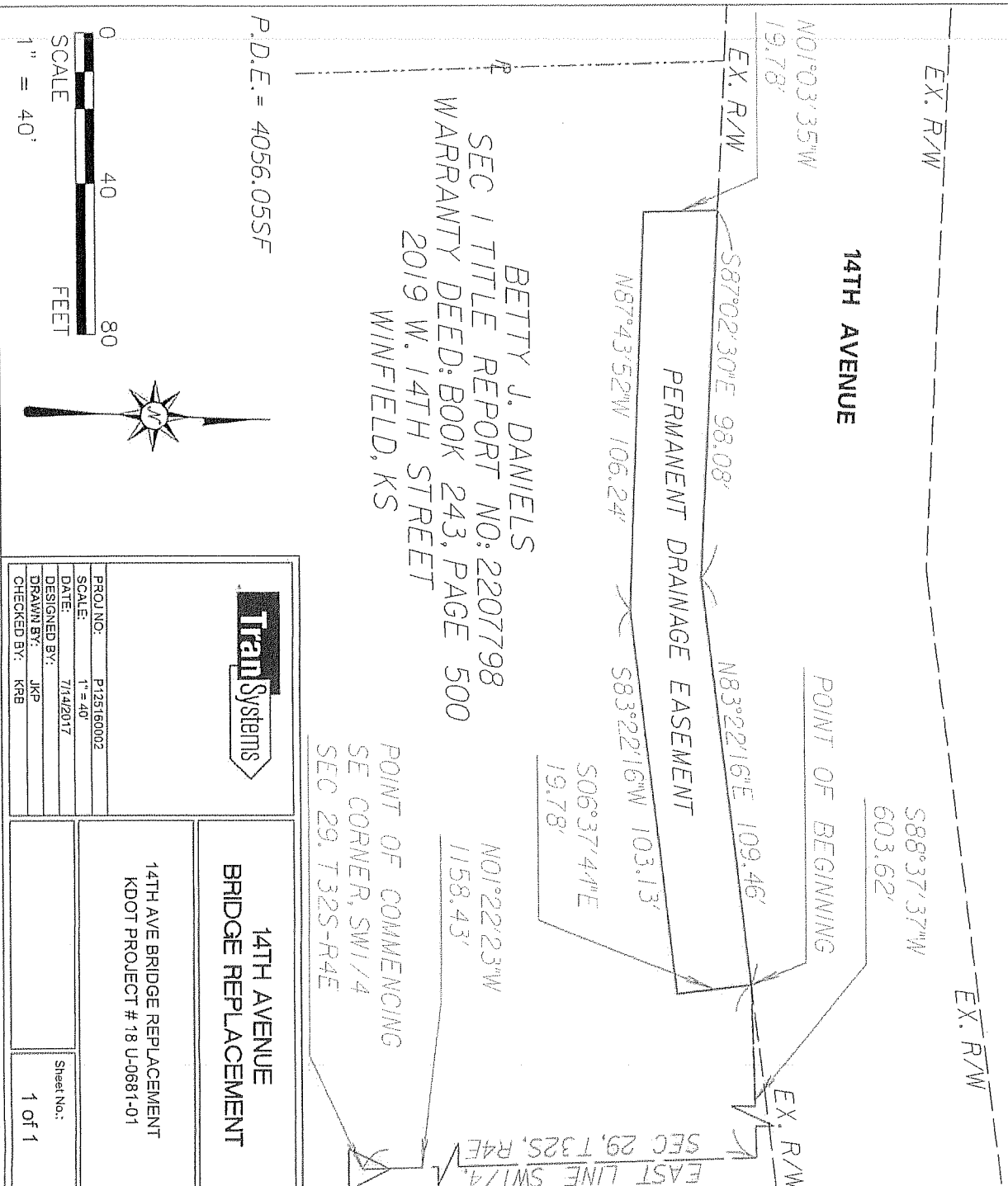
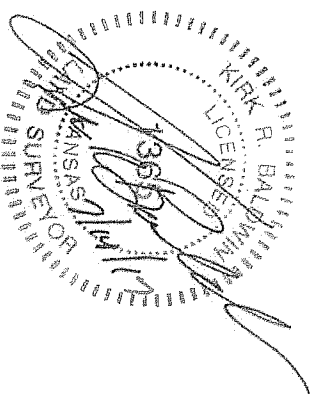
Accepted and authorized for filing in the Office of Register of Deeds, Cowley County, Kansas, this ____ day of _____, 2017, by Resolution No. _____ of the Governing Body of the City of Winfield, Kansas.

ATTEST:

Brenda K. Butters, Mayor

Brenda Peters, City Clerk

EXHIBIT
PERMANENT DRAINAGE
EASEMENT
BETTY J. DANIELS



BETTY J. DANIELS
SEC 1 TITLE REPORT NO: 2207798
WARRANTY DEED: BOOK 243, PAGE 500
2019 W. 14TH STREET
WINFIELD, KS

P.D.E. = 4056.055F

TranSystems	
14TH AVENUE BRIDGE REPLACEMENT	
14TH AVE BRIDGE REPLACEMENT KDOT PROJECT # 18 U-0681-01	
PROJECT NO: P125160002 SCALE: 1" = 40' DATE: 7/14/2017 DESIGNED BY: JKP DRAWN BY: JKP CHECKED BY: KRB	SHEET NO.: 1 of 1

TEMPORARY EASEMENT

I, Betty J. Daniels, as Trustee of the Betty J. Daniels Revocable Trust, owner, in consideration of the benefit to be obtained from the street improvements which are the subject of this easement, payment of the sum of \$50.00 and other valuable consideration, receipt of which is hereby acknowledged, do hereby convey and assign to the CITY OF WINFIELD, Cowley County, Kansas, temporary easement and right-of-way for the purpose of constructing street improvements, over and across the real estate described as follows:

All that part of the Southwest Quarter of Section 29, Township 32 South, Range 4 East of the 6th P.M. in the City of Winfield, Cowley County, Kansas, and being more particularly described as follows:

Tract one:

Commencing from the Southeast corner of the Southwest Quarter of said Section 29; thence North 89°31'43" West along the South line of the of said Southwest Quarter, a distance of 817.02 feet; thence North 01°03'35" West, a distance of 1,104.65 feet to the True Point of Beginning; thence North 87°30'04" West, a distance of 24.70 feet; thence North 01°03'35" West, a distance of 5.01 feet; thence North 87°43'52" West, a distance of 14.94 feet; thence North 01°30'18" West, a distance of 20.27 feet to a point on the South Right-of-Way line of 14th Avenue, as previously established; thence South 87°02'30" East, along said South Right-of-Way line, a distance of 39.82 feet; thence South 01°03'35" East, a distance of 24.88 feet to the True Point of Beginning. This tract contains 918.17 square feet (calculated).

Tract two:

Commencing from the Southeast corner of the Southwest Quarter of said Section 29; thence North 01°22'23" West along the East line of the of said Southwest Quarter, a distance of 1,132.34 feet; thence South 88°37'37" West, a distance of 616.81 feet to the True Point of Beginning; thence South 83°22'16" West, a distance of 40.00 feet; thence North 06°37'44" West, a distance of 5.00 feet; thence North 83°22'16" East, a distance of 40.00 feet; thence South 06°37'44" East, a distance of 5.00 feet to the True Point of Beginning. This tract contains 200.00 square feet (calculated).

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 temporary easement shall expire six (6) months after the completion date of the improvement project.

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

Dated this 26th day of July, 2017.

Betty J. Daniels
Betty J. Daniels, Trustee

STATE OF KANSAS

COUNTY of COWLEY, SS.

On this 26th day of July, 2017, before me a notary public in and for said county and state, personally appeared Betty J. Daniels to me known to be the person named in and who executed the foregoing instrument, and duly acknowledged the execution thereof.

My commission expires:

Tiffany Parsons
Notary Public



Dated this 26th day of July, 2017.

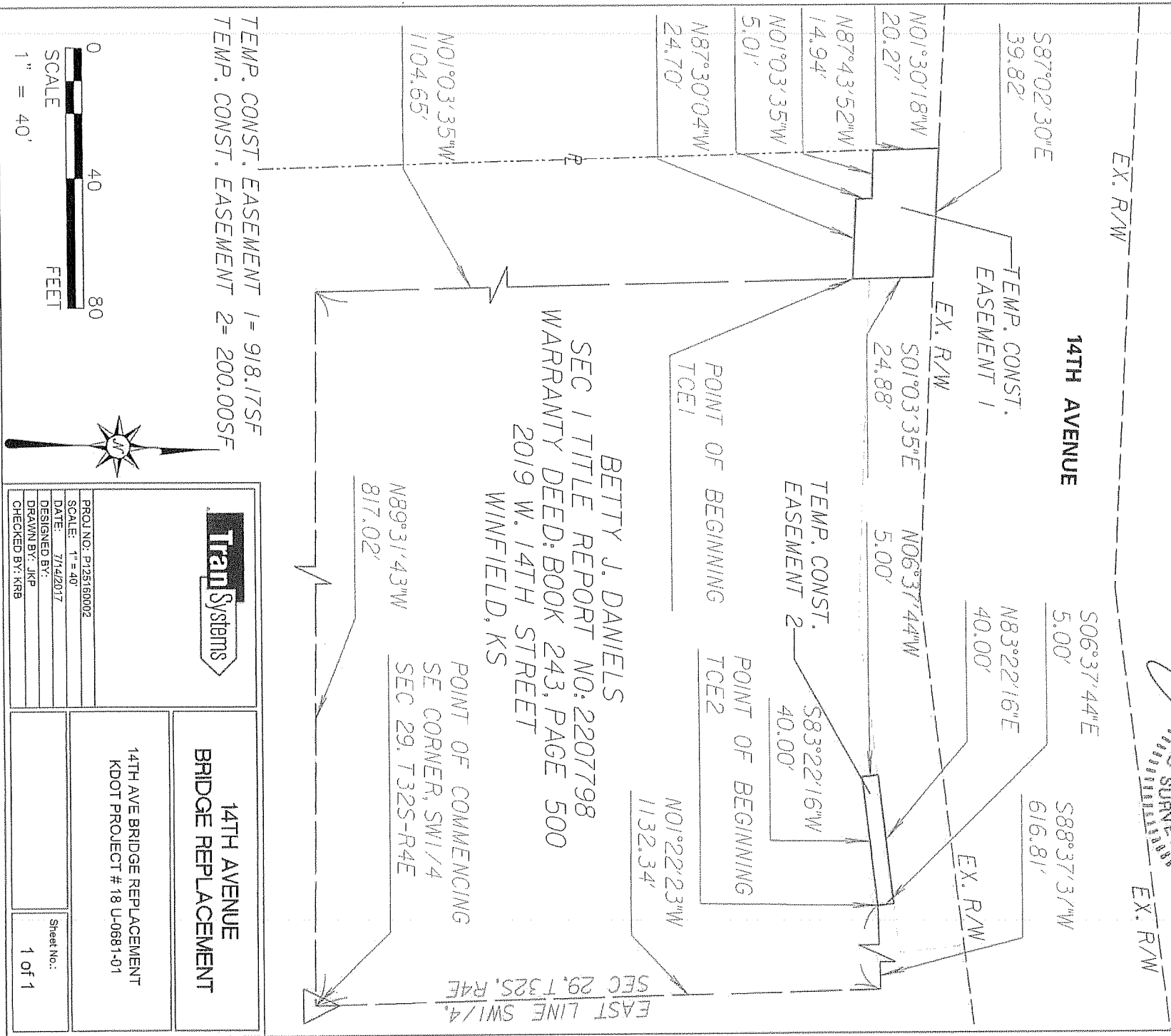
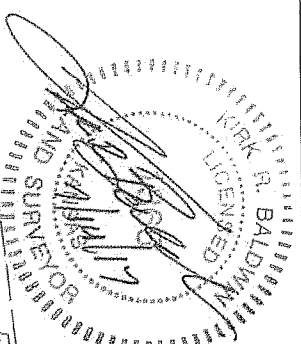
Accepted and authorized for filing in the Office of Register of Deeds, Cowley County, Kansas, this _____ day of _____ 2017, by Resolution No. _____ of the Governing Body of the City of Winfield, Kansas.

ATTEST:

Brenda K. Butters, Mayor

Brenda Peters, City Clerk

EXHIBIT
TEMPORARY CONSTRUCTION
EASEMENT
BETTY J. DANIELS



PERMANENT EASEMENT

We, John G. Nickel and Karen L. Nickel, husband and wife, owners, in consideration of the benefit to be obtained from the drainage improvements which are the subject of this easement, payment of the sum of \$390.00 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 drainage improvements and the necessary appurtenances therefor, in, over, under, and across the real estate described as follows:

All that part of the Southwest Quarter of Section 29, Township 32 South, Range 4 East of the 6th P.M. in the City of Winfield, Cowley County, Kansas, and being more particularly described as follows:


Commencing from the Southeast corner of the Southwest Quarter of said Section 29; thence North 01°22'23" West along the East line of the of said Southwest Quarter, a distance of 1,218.18 feet; thence South 88°37'37" West, a distance of 609.12 feet to the True Point of Beginning, said point being on the North Right-of-Way line of 14th Avenue, as previously established; thence South 83°22'16" West, along the North Right-of-Way line, a distance of 104.43 feet; thence North 87°02'30" West, along the North Right-of-Way line, a distance of 84.91 feet; thence North 02°16'08" East, a distance of 20.36 feet; thence South 87°43'52" East, a distance of 90.75 feet; thence North 83°22'16" East, a distance of 95.35 feet; thence South 06°37'44" East, a distance of 20.22 feet to the True Point of Beginning. This tract contains 3,854.20 square feet (calculated).

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. The private drive adjacent to this easement shall not be encroached upon by the subject street improvements and shall be usable in its present condition at the conclusion of the project. 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 24 day of July, 2017.


John G. Nickel


Karen L. Nickel, his wife

STATE OF KANSAS

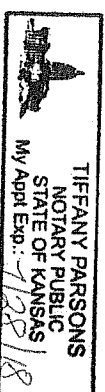
COUNTY of COWLEY, SS.

On this 24th day of July, 2017, before me a notary public in and for said county and state, personally appeared John G. Nickel and Karen L. Nickel to me known to be the persons named in and who executed the foregoing instrument, and duly acknowledged the execution thereof.


Notary Public

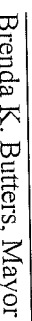
My commission expires:

Dated this 24th day of July, 2017.



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

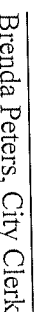
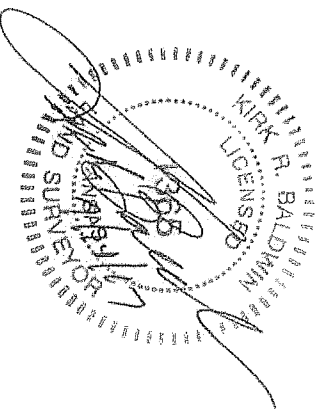
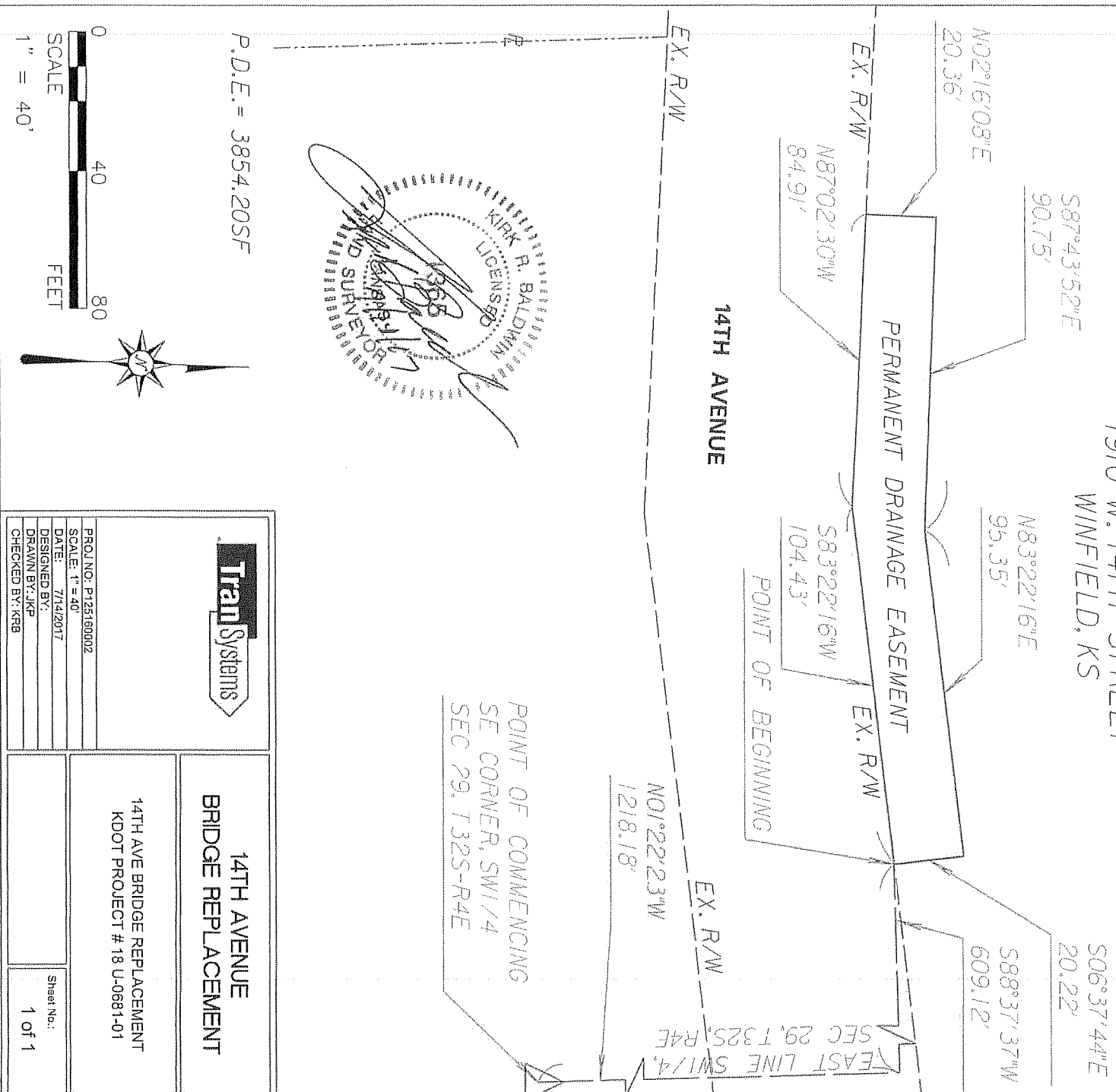

Brenda Peters, City Clerk

EXHIBIT
PERMANENT DRAINAGE
EASEMENT

JOHN G. NICKEL AND KAREN L. NICKEL

JOHN G. NICKEL AND KAREN L. NICKEL
SEC 1 TITLE REPORT NO: 2207789
WARRANTY DEED: BOOK 468, PAGE 37
1910 W. 14TH STREET
WINFIELD, KS



P.D.E. = 3854.20SF



14TH AVENUE
BRIDGE REPLACEMENT

14TH AVE BRIDGE REPLACEMENT
KDOT PROJECT # 18 U-0681-01

PROJECT NO: P125160002
SCALE: 1" = 40'
DATE: 7/14/2017
DESIGNED BY:
DRAWN BY: JKP
CHECKED BY: KRB

Sheet No.:
1 of 1

TEMPORARY EASEMENT

We, John G. Nickel and Karen L. Nickel, husband and wife, owners, in consideration of the benefit to be obtained from the street improvements which are the subject of this easement, payment of the sum of \$50.00 and other valuable consideration, receipt of which is hereby acknowledged, do hereby convey and assign to the CITY OF WINFIELD, Cowley County, Kansas, temporary easement and right-of-way for the purpose of constructing street improvements, over and across the real estate described as follows:

All that part of the Southwest Quarter of Section 29, Township 32 South, Range 4 East of the 6th P.M. in the City of Winfield, Cowley County, Kansas, and being more particularly described as follows:

Tract one:

Commencing from the Southeast corner of the Southwest Quarter of said Section 29; thence North 89°31'43" West along the South line of the of said Southwest Quarter, a distance of 804.70 feet; thence North 01°03'35" West, a distance of 1,189.15 feet to the True Point of Beginning, said point being on the North Right-of-Way line of 14th Avenue, as previously established; thence North 87°02'30" West, along said North Right-of-Way line, a distance of 49.48 feet; thence North 02°16'08" East, a distance of 19.76 feet; thence South 87°43'52" East, a distance of 49.48 feet; thence South 02°16'08" West, a distance of 20.36 feet to the True Point of Beginning. This tract contains 992.67 square feet (calculated).

Tract two:

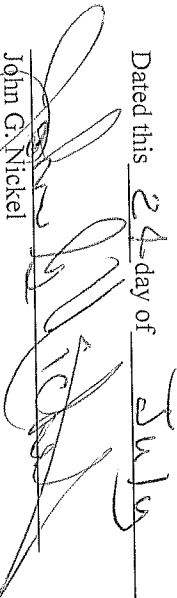
Commencing from the Southeast corner of the Southwest Quarter of said Section 29; thence North 01°22'23" West along the East line of the of said Southwest Quarter, a distance of 1,235.99 feet; thence South 88°37'37" West, a distance of 636.28 feet to the True Point of Beginning; thence South 83°22'16" West, a distance of 69.93 feet; thence North 87°43'52" West, a distance of 47.12 feet; thence North 02°16'08" East, a distance of 5.00 feet; thence South 87°43'52" East, a distance of 46.73; thence North 83°22'16" East, a distance of 69.54 feet; thence South 06°37'44" East, a distance of 5.00 feet to the True Point of Beginning. This tract contains 583.31 square feet (calculated).

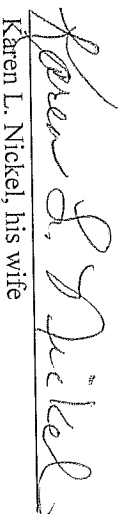
The amount of money as set forth herein is in full payment for the use of said property and the undersigned releases the City of Winfield, Kansas, from any claims for damages for acts or omissions pertaining to the purpose as set forth herein except for negligence on the part of said City. The private drive adjacent to these easements shall not be encroached upon by the subject street improvements and shall be usable in its present condition at the conclusion of the project. There are no other agreements, oral or written, between the parties except as set forth herein.

This temporary easement shall expire six (6) months after the completion date of the improvement project.

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

Dated this 24 day of July, 2017.


John G. Nickel


Karen L. Nickel, his wife

STATE OF KANSAS

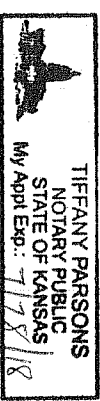
COUNTY of COWLEY, SS.

On this 24th day of July, 2017, before me a notary public in and for said county and state, personally appeared John G. Nickel and Karen L. Nickel, to me known to be the persons named in and who executed the foregoing instrument, and duly acknowledged the execution thereof.


Notary Public

My commission expires:

Dated this 28th day of July, 2017.



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

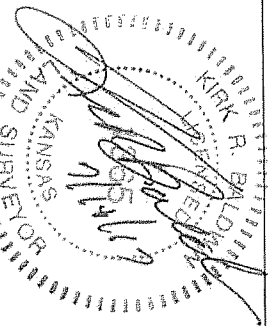
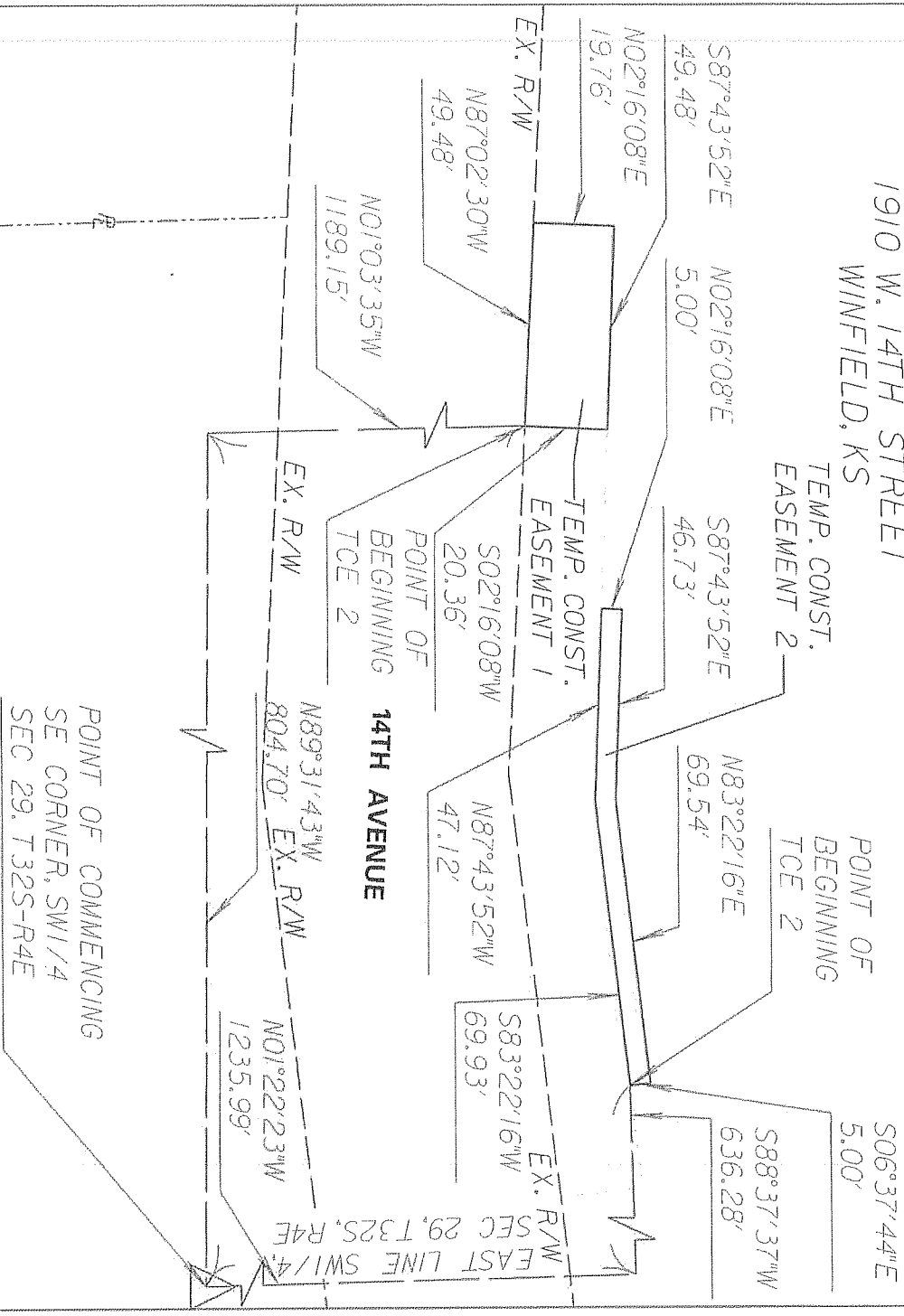


EXHIBIT
TEMPORARY CONSTRUCTION
EASEMENT

JOHN G. NICKEL AND KAREN L. NICKEL

JOHN G. NICKEL AND KAREN L. NICKEL
SEC 1 TITLE REPORT NO: 2207789
WARRANTY DEED: BOOK 468, PAGE 37
1910 W. 14TH STREET
WINFIELD, KS



TEMP. CONST. EASEMENT 1 = 992.67SF
TEMP. CONST. EASEMENT 2 = 583.31SF

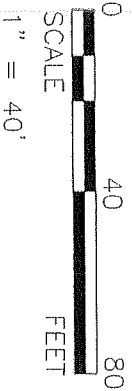


14TH AVENUE
BRIDGE REPLACEMENT

14TH AVE BRIDGE REPLACEMENT
KDOT PROJECT # 18 U-0681-01

PROJ NO: P125160002
SCALE: 1" = 40'
DATE: 7/14/2017
DESIGNED BY:
DRAWN BY: JKP
CHECKED BY: KRB

Sheet No.:
1 of 1





Winfield Fire & EMS Department

817 Fuller Street
Winfield Kansas 67156
Phone (620) 221-5560
Fax (620) 221-5689



Memorandum

Date: August 1, 2017

To: Winfield City Commission

From: Winfield Fire/EMS Department

Subject: Three year service plan through Physio Control, Inc.

We have some current issues with our current ECG monitors that need to be serviced. After speaking with our Physio Control Representative we have come up with two options to address the issues.

Option 1: Service Contract (3 Years)

This option covers yearly maintenance and inspections for the 4 Lifepak 15's we have, as well as 2 Lucas devices. Also, parts and labor needed to fix the issues identified, loaner devices, software updates, and 24/7 phone support.

Cost: \$23,691.60 for 3 years (\$7,897.20 per year)

Option 2: Yearly repair on the monitors and Lucas without a contract.

This option addresses just fixing the issues we currently have until a service contract can be established. This DOES NOT cover parts and labor.

Cost: Inspect/lubricate each Lucas \$400
Inspect with no repairs each LP15 \$310
If the LP15's need a new SPo2 connector the repair/inspection \$750
Travel \$2200
(Does not include any battery replacement or other failures during the year)
\$6000 plus parts to fix the current issues we are having.

We would like to pay for the service plan out of our line item 001.024.522700.0000000 (Professional Services). We can pay it yearly for the next three years from this line item and maintain our current budget allowance.



Physio Control, Inc.
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A
www.physio-control.com
tel (800) 442.1142
fax (800) 772.3340

Quote Number 00087686
Create Date 7/18/2017 6:17 AM
Quote Expiration Date 10/17/2017
Service Consultant Doug Smith
816-726-6330
WEMM60

Service Plan Quote

Account: 21992302	Service Plan Detail
Brad Klein CITY OF WINFIELD 817 N FULLER WINFIELD, KS 67156 (620) 221-5560 bklein@winfieldks.org	Type New Service Plan Start Date 08/01/2017 Service Plan End Date 07/31/2020 Reference Plan Billing Frequency Annual Terms All quotes subject to credit approval and the following terms and conditions Net Terms NET 30 Promotion Coverage Details-Brochure www.physio-control.com/ServicePlans/
Notes	
Service plan customers receive 15% discount on Accessories and Disposables. LP15 SN: 40488247, 42808229, 42827444, 44117020 LUCAS SN: 3014A360, 3016H891	

Product	Start Date	End Date	Qty	Term List Price	Disc %	Annual Net Price Per Unit	Term Net Price Per Unit	Extended Term Net Price
LP15-OSPMSIRP-3	08/01/2017	07/31/2020	4	4,572.00	5.00	1,447.80	4,343.40	17,373.60
LUCAS-OSPMSIRP-3	08/01/2017	07/31/2020	2	4,212.00	25.00	1,053.00	3,159.00	6,318.00

* Denotes Proration

Product Descriptions provided below signature line.

Subtotal	USD 23,691.60
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00
Grand Total	USD 23,691.60
Pricing Summary Totals	
List Price Total	USD 26,712.00
Total Discount	USD -3,020.40
Estimated Tax + S&H	USD 0.00

Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.

GRAND TOTAL FOR THIS QUOTE
USD 23,691.60

Please Select One:

☐ **MY COMPANY USES A PO SYSTEM-please acknowledge the following:**

On all orders \$5,000 or greater before applicable freight taxes, a hard copy purchase order, referencing the quote number, is required. (If under \$5,000, a purchase order number is sufficient. Please provide purchase order # here _____)

☐ **MY COMPANY DOES NOT USE A PO SYSTEM-section below must be completed prior to order submission.**

BILLING ADDRESS

Address _____

City _____ State _____

Zip Code _____

A/P Email _____

Phone Number _____

Signature Required For Non-PO using:

Physio-Control Inc. Requires Written Verification Of This Order.

The Undersigned is Authorized To Place This Order in Accordance With The Terms and Prices Denoted Herein.

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

SHIPPING ADDRESS

Address _____

City _____ State _____

Zip Code _____

A/P Email _____

Phone Number _____

Please Check Applicable Tax Status:

☐ We are a Tax Exempt Entity
(Tax Exempt Certificate Must Be Provided)

☐ We are Taxable Entity
(Applicable Tax will be Applied at Time of Invoice)

To add or modify account information fill out the form found on the hyperlink provided.

<http://www.physio-control.com/account>

Reference Number AC/21992302/139757

Product	Product Description
LP15-OSPMSIRP-3	LIFEPAK 15 Service - 3 YEAR. On-site Preventative Maintenance; Ship in Repair Plus. On Site PM; Ship In Repair Plus Coverage for LIFEPAK® 15 Includes: -Preventive Maintenance inspections performed at customer's location by a Physio-Control Technical Specialist; Repairs performed at nearest available Physio-Control Service Center -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance inspections including quality assurance documentation -Discounts on accessories, disposables, and upgrades -Updates to the latest software version -Preconfigured loaner device provided if needed -Battery Replacement Service

Quote Number
00087686

THIS IS NOT AN INVOICE

Page 2

LUCAS-OSPMSIRP-3	<p>LUCAS Service - 3 YEAR.</p> <p>On-site Preventative Maintenance; Ship in Repair Plus. On Site PM; Ship In Repair Plus Coverage LUCAS®</p> <p>Includes:</p> <ul style="list-style-type: none"> -Preventive Maintenance inspections performed at customer's location by a Physio-Control Technical Specialist; Repairs performed at nearest available Physio-Control Service Center -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance inspections including quality assurance documentation -Discounts on accessories, disposables, and upgrades -Updates to the latest software version -Preconfigured loaner device provided if needed -Battery Replacement Service
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Service Plan Summary
List of covered equipment by location will be provided upon Customer's signature of this quote.

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy

of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Service Plans.

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

Service Plans. Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at <http://www.physio-control.com/ServicePrograms.aspx> for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

Pricing. If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

Device Inspection Before Acceptance. All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.