

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, April 02, 2018
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDER Mayor Gregory N. Thompson
ROLL CALL City Clerk, Brenda Peters
MINUTES OF PRECEDING MEETING Monday, March 19, 2018

PROCLAMATION

-Proclaiming the month of April, 2018 as Fair Housing Month

PUBLIC HEARING

-Consider Condemnation of 303 Loomis Street

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 1830 - A Resolution – Awarding a contract and directing the Mayor and Clerk of the City of Winfield, Kansas to execute a contract for the Public Safety Facility – Site Clearing and Demolition Project.

Bill No. 1831 - A Resolution – Fixing the time and place and providing for notice of a public hearing before the Governing Body of the City of Winfield, Kansas, regarding the condemnation of a certain structures, a house and detached garage in the City of Winfield, Cowley County, Kansas.

Bill No. 1832 - A Resolution – Setting forth findings that the structure, a house, located on a tract of land legally described as follows: Lot 26, Block 143, Northfield Addition to the City of Winfield, Kansas. Commonly known as 303 Loomis St. Recorded in Book 0540 Page 442, in the Office of the Register of Deeds of Cowley County, Kansas, is unsafe and/or dangerous and ordering said structure to be repaired or removed in ninety (90) days.

Bill No. 1833 - 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.

Bill No. 1834 - A Resolution – Authorizing and directing the City Manager of the City of Winfield, Kansas, to execute an extension of an agreement by and between the City of Winfield, Kansas, and South Central MCN, LLC, providing for an exclusive negotiating period for potential transactions including new transmission facilities and possible SCMCN ownership and operation of transmission assets pertaining to Winfield's electric utility.

Bill No. 1835 - A Resolution – Adopting Personnel Policies and Regulations for the City of Winfield, Kansas.

Bill No. 1836 - A Resolution – Approving an Outdoor Community Event and Temporary Entertainment District Application (Conquest Promotions)

OTHER BUSINESS

-Consider purchase of a street sweeper
-Consider Temporary Alcohol Permit for Cowley County Humane Society
-Consider State of Kansas Municipal Investment Pool Resolution
-Consider 41' Service Bucket Truck Quote
-Consider retaining Vertiv Electrical Reliability Services to provide maintenance on electric sub-stations
-Consider bids for electric line clearance

ADJOURNMENT

-Next regular work session 4:00 p.m. Thursday April 12, 2018
-Board Appreciation Dinner 6:30 Thursday April 12, 2018 at Baden Square
-Next regular meeting 5:30 p.m. Monday, April 16, 2018.

CITY COMMISSION MEETING MINUTES

Winfield, Kansas

March 19, 2018

The Board of City Commissioners met in regular session, Monday, March 19, 2018 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Gregory N. Thompson presiding. Commissioners Ronald E. Hutto and Phillip R. Jarvis 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 Gary Mangus, Assistant to the City Manager and Gus Collins, Director of Utilities.

City Clerk Peters called roll.

Commissioner Hutto moved that the minutes of the March 5, 2018 meeting be approved. Commissioner Jarvis seconded the motion. With all Commissioners voting aye, motion carried.

PUBLIC HEARING

-Consider Cumbernauld Village Financing. Mayor Thompson opened the public hearing. With no one present to speak, Mayor Thompson closed the public hearing.

NEW BUSINESS

Bill No. 1825 - An Ordinance – Authorizing the City of Winfield, Kansas to issue its Health Care Facilities Refunding and Improvement Revenue Bonds, Series 2018 (Cumbernauld Village, Inc.) for the purpose of refunding certain outstanding revenue bonds and paying the costs of the acquisition, construction, renovation and equipping of additions to an existing health care facility; and authorizing certain other documents and actions in connection therewith. City Clerk Peters introduced Kevin Cowan representing Gilmore & Bell, who is legal counsel to Cumbernauld Village for this financing project. Cowan explains that this ordinance approves the various financing documents necessary to accomplish the Industrial Revenue Bond issue for Cumbernauld Village. Cowan explains that a portion of the issue is to refund some existing bonds as well as a new project for a pre-school addition and construction of a new dining area. Total amount for the issue is \$3,800,000. City Clerk Peters also explains that the City has no financial obligation for this transaction. Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 1825 was adopted and numbered Ordinance No. 4087.

Bill No. 1826 - A Resolution – Adopting Retention Schedules for the City of Winfield, Kansas. City Clerk Peters explains that these are the first retention schedules adopted by the City and will provide departments with direction on disposition of records. Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, all Commissioners voting aye, Bill No. 1826 was adopted and numbered Resolution No. 2018.

Bill No. 1827 - A Resolution – Authorizing the City Manager to execute a Transportation Service Agreement No. 1001268 between the City of Winfield, Kansas, and Enable Gas Transmission Company. Director of Utilities Collins explains that this resolution as well as the next one pertain to transmission services for natural gas. This agreement pertains to gas delivered to the City and the gas customers in the City. The next agreement pertains to transmission of natural gas for the City's power

plant operation. Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 1827 was adopted and numbered Resolution No. 2118.

Bill No. 1828 - A Resolution – Authorizing the City Manager to execute a Transportation Service Agreement No. 1010478 for the Winfield Power Plants between the City of Winfield, Kansas, and Enable Gas Transmission Company. Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, all Commissioners voting aye, Bill No. 1828 was adopted and numbered Resolution No. 2218.

Director of Utilities Collins explains that per a negotiation with Enable, that there is a separate agreement in addition to the resolutions above necessary to take care of previous transmission costs owed by the City to Enable. Collins asks the Commission for a separate motion to authorize the City Manager to execute an agreement for payment of \$136,875, which is to be paid over a nine (9) month period. Commissioner Jarvis moved to authorize the City Manager to execute an agreement with Enable for an amount not-to-exceed \$136,875, payable over nine (9) months. Motion was seconded by Commissioner Hutto. With all Commissioners voting aye, motion carried.

Bill No. 1829 - A Resolution – Approving execution of Midwest Public Risk of Kansas Bylaws. City Manager Willmoth explains that insurance was discussed at the last work session, and in order to move the City's insurance to Midwest Public Risk, the by-laws are required to be adopted by the governing body. Willmoth also explains that if the Commission wishes to choose re-newal (with Travelers), that this action would not be necessary. Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, all Commissioners voting aye, Bill No. 1829 was adopted and numbered Resolution No. 2318.

OTHER BUSINESS

-Consider appointments to the Human Relations Commission – City Clerk Peters presents the names of Michele Chism and Beth McCann to be considered as appointments to the Human Relations Commission. Commissioner Jarvis made a motion to appoint Michele Chism and Beth McCann to the Human Relations Board. Motion was seconded by Commissioner Hutto. With all Commissioners voting aye, motion carried.

-Consider appointments to the Building Trades Board – City Clerk Peters presents the names of Megan Pringle, Debbie Eastman Ron Lindly, and Karen Harden to be considered for two (2) available appointments to the Building Trades Board. Commissioner Hutto made a motion to appoint Ron Lindly and Karen Harden to the Building Trades Board. Motion was seconded by Commissioner Jarvis. With all Commissioners voting aye, motion carried.

-Consider approval of Schneider Electric as an ESCO. City Manager Willmoth explains that the process for choosing a vendor to perform an investment grade audit has been completed, and asks the Commission to approve Schneider Electric for the audit, and to allow City staff to work with Schneider to complete the audit. Commissioner Jarvis made a motion to approve Schneider Electric as an ESCO for the investment grade audit. Motion was seconded by Commissioner Hutto. With all Commissioners voting aye, motion carried.

ADJOURNMENT

Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, all Commissioners voting aye, the meeting adjourned at 5:56 p.m.

Signed and sealed this 30th day of March 2018.

Signed and approved this 2nd day of April 2018.

Brenda Peters, City Clerk

Gregory N. Thompson, Mayor



PROCLAMATION

Celebrating 50 Years of Fair Housing

WHEREAS, the Congress of the United States passed the Civil Rights Act of 1968, of which Title VIII declared that the law of the land would now guarantee the rights of equal housing opportunity; and,

WHEREAS, the City of Winfield is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all, and today, many realty companies and associations support fair housing laws; and,

WHEREAS, the Fair Housing groups and the U. S. Department of Housing and Urban Development have, over the years, received thousands of complaints of alleged illegal housing discrimination and found too many that have proved upon investigation to be violations of the fair housing laws; and,

WHEREAS, equal housing opportunity is a condition of life in our City that can and should be achieved.

NOW, THEREFORE, I, Gregory N. Thompson, Mayor of the City of Winfield, Kansas, do hereby proclaim the month of April 2018, as

FAIR HOUSING MONTH

And express the hope that this year's observance will promote fair housing practices throughout the City of Winfield.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Winfield, Kansas, to be affixed this 2nd day of April 2018.

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk



Request for Commission Action

Date: 3/26/18

Requestor: Patrick Steward, Director of Public Improvements

Action Requested:

Consideration of a contract for demolition of the former WIS building to make way for a new Public Safety Facility.

Analysis:

As you may recall, the initial estimate that the school district had received was \$800,000. Once discussions began of the City accepting the property, additional environmental studies were conducted revealing additional asbestos concerns which raised the estimated cost to over \$1 million for the demolition. Last Thursday, bids were opened for the demolition and the low bid was provided by G&G Dozer from Caney, Kansas for the amount of \$327,365 which is far below the estimate. The next lowest bid was for \$396,500. The City received six bids total ranging from the low to \$820,326 as the high. Attached is the bid tabulation for your reference.

Fiscal Impact:

As stated above, the bid is far below our initial estimate. Funding for this phase of the project was approved late last year and funds are available from temporary note financing issued at that time.

Attachments: Bid Tabulation & Award Resolution

A RESOLUTION

AWARDING a contract and directing the Mayor and Clerk of the City of Winfield, Kansas to execute a contract for the Public Safety Facility – Site Clearing and Demolition Project.

WHEREAS, notice was given to prospective bidders and bids for Site Clearing and the Demolition of the structures at 400 E 9th Ave were opened and read aloud at 2:00 p.m. on March 22, 2018; and,

WHEREAS, G&G Dozer & Equipment was the apparent low and best bidder on the project and their bid was within the engineer's estimate of costs;

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 a contract for the amount of three hundred twenty seven thousand three hundred sixty-five dollars and zero cents (\$327,365.00) for Site Clearing and Demolition for the Public Safety Facility, between the City of Winfield, Kansas and G&G Dozer & Equipment, Caney, Kansas, a copy of which is attached hereto and made a part hereof the same as if fully set forth herein.

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

ADOPTED this 2nd day of April, 2018

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

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

Page 1 of 1

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: ALAN'S EXCAVATING, INC.
- B. Project Name: Public Safety Facility – Site Clearing and Demolition
- C. Project Location: 400 East 9th Ave, Winfield, Kansas 67156
- D. Owner: City of Winfield, Kansas
- E. Architect: Agora Architecture – David S. Herlocker, AIA
- F. Architect Project Number: 16106

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Agora Architecture, LLC. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the Work of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

THREE HUNDRED
1. NINETY-SIX THOUSAND FIVE HUNDRED Dollars (\$ 396,500.00).

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. 5% Bid Bond Dollars (\$ _____).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within (90) calendar days.

1.5 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 3/19/18.
2. Addendum No. 2, dated 3/26/18.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.


1.6 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
1. Bid Form Supplement - Bid Bond Form (AIA Document A310).

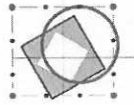
1.7 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Winfield, Kansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.8 SUBMISSION OF BID

- A. Respectfully submitted this 22 day of MARCH, 2018.
- B. Submitted By ALAN'S EXCAVATING, INC. (Name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: JACOB A. McCLURE (Type or print name).
- E. Title: PRESIDENT (Owner/Partner/President/Vice President).
- F. Street Address: 420 LUNGER ROAD.
- G. City, State, Zip AUGUSTA, KANSAS 67010.
- H. Phone: 316-775-5970.
- I. License No.: _____.

END OF DOCUMENT 004113



AGORA
ARCHITECTURE

ADDENDA NO. 1

March 19, 2018

City of Winfield
Public Safety Facility – Site Clearing & Demolition
400 E. 9th Ave.
Winfield, Kansas 67156

Project No. 16106

Plans and Specifications are modified as follows, with dates preceding the date of this addenda. Please attach to the project manual.

General:

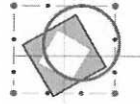
- None

Project Manual:

- Appendix B; Asbestos Survey
 - Title Page - Project address; (modify), 400 E. 9th Ave. in lieu of 900 E. 9th Ave.
 - Cover Letter – Asbestos Materials; Friable; (modify)
 - Samples #24PLA-#24PLAa – Approximately 10,000 square feet of white/gray asbestos containing ceiling plaster . . . in lieu of 4,000 square feet of white/gray asbestos

Drawings:

- None



AGORA
ARCHITECTURE

ADDENDA NO. 2

March 20, 2018

City of Winfield
Public Safety Facility – Site Clearing & Demolition
400 E. 9th Ave.
Winfield, Kansas 67156

Project No. 16106

Plans and Specifications are modified as follows, with dates preceding the date of this addenda. Please attach to the project manual.

General:

- Temporary seeding of final grade by Owner

Project Manual:

- Section 024116 Structure Demolition – 3.3 Protection, C. (clarify)
 - Provide minimum 6'-0" height protection fencing around entire site.
- Appendix D; Geotechnical Report (clarify)
 - GSI to provide soil testing, Contractor to include testing in Bid.
 - General Structural Fill 5.2.2 – bring to within 9" of final grade throughout, in lieu of 12" below floor slabs and 9" below pavements.
 - General Structural Fill 5.2.2 and Compaction of All Engineered Structural Fills 5.2.5 – to apply at all areas to receive fill to bring up to new spot elevations shown, (slope evenly from new spot elevations to existing perimeter).
 - Applies to removed: building basements, foundations, paving areas, utility tunnels and trenches.

Drawings:

- A0.1 Demolition Notes, 01 (clarify)
 - Remove existing building and foundation system. (accurate; the line thru foundation system is a continuation of the property line east).

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Alan's Excavating, Inc.

420 Lunger Rd., Augusta, KS 67010

as Principal, hereinafter called the Principal, and Western Surety Company

333 S. Wabash Ave., Chicago, IL 60604

a corporation duly organized under the laws of the State of SD

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Winfield

200 East 9th Avenue, Winfield, KS 67156

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for City of Winfield, Existing Building Removal - 16106

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 22nd day of March, 2018

Alan's Excavating, Inc.

(Principal)

(Seal)

By: Jacob A. McGwire

JACOB A. MCGWIRE, PRESIDENT (Title)

Western Surety Company

(Surety)

(Seal)

By: Kelly R. Watson

Attorney-in-Fact Kelly R. Watson (Title)

Sandra Burnett

(Witness)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kelly R Watson, Steven L Nicholson, Chandler H Cullor, Erle D Benton, Sandra Burnett,
Individually

of Overland Park, KS, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be here to affixed on this 24th day of October, 2017.

WESTERN SURETY COMPANY



Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha }
ss

On this 24th day of October, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of March, 2018.

WESTERN SURETY COMPANY



L. Nelson, Assistant Secretary

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: L.G. Pike Construction Co., INC.
- B. Project Name: Public Safety Facility – Site Clearing and Demolition
- C. Project Location: 400 East 9th Ave, Winfield, Kansas 67156
- D. Owner: City of Winfield, Kansas
- E. Architect: Agora Architecture – David S. Herlocker, AIA
- F. Architect Project Number: 16106

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Agora Architecture, LLC. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the Work of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

- 1. Eight Hundred Twenty Thousand Three Hundred Twenty-Six And NO/100 Dollars (\$ 820,326.00).

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within **10** days after a written Notice of Award, if offered within **60** days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

- 1. Fourty-One Thousand Sixteen And 30/100 Dollars (\$ 41,016.30).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within (120) calendar days.

1.5 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 3-19-18.
2. Addendum No. 2, dated 3-20-18.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

1.6 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
1. Bid Form Supplement - Bid Bond Form (AIA Document A310).

1.7 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Winfield, Kansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.8 SUBMISSION OF BID

- A. Respectfully submitted this 22nd day of March, 2018.
- B. Submitted By L.G. Pike Construction Co., INC. (Name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Darin Pike (Type or print name).
- E. Title: Vice President (Owner/Partner/President/Vice President).
- F. Street Address: 815 W Madison.
- G. City, State, Zip: Arkansas City, Kansas, 67005.
- H. Phone: 620-442-9150.
- I. License No.: OBTAINED UPON REQUEST.

END OF DOCUMENT 004113

THIS DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE, WATERMARK, ORIGINAL DOCUMENT SECURITY SCREEN AND A THERMOCHROMIC ICON; ABSENCE OF THESE FEATURES WILL INDICATE A COPY

CASHIER'S CHECK

021052

REMITTER

L.G. PIKE CONSTRUCTION CO., INC

DATE


3/21/2018

83-99/1011
346713

PAY TO THE
ORDER OF

CITY OF WINFIELD

\$ 41,016.30

Forty One Thousand Sixteen and 30/100 DOLLARS 



www.myunionstate.com

**UNION
STATE BANK**
Toll Free: 866-557-0060

⑈021052⑈ ⑆101100993⑆

346713⑈

Snack Rutter
Kimberly Stewart

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Gator Industrial, LLC
- B. Project Name: Public Safety Facility – Site Clearing and Demolition
- C. Project Location: 400 East 9th Ave, Winfield, Kansas 67156
- D. Owner: City of Winfield, Kansas
- E. Architect: Agora Architecture – David S. Herlocker, AIA
- F. Architect Project Number: 16106

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Agora Architecture, LLC. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the Work of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Five Hundred Fifty Thousand Dollars (\$ 550,000⁰⁰).

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within **10** days after a written Notice of Award, if offered within **60** days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. Twenty-seven Thousand Five Hundred Dollars (\$ 27,500⁰⁰).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within (120) calendar days.

1.5 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 3-19-18.
2. Addendum No. 2, dated 3-20-18.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

1.6 BID SUPPLEMENTS


- A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Bid Bond Form (AIA Document A310).

1.7 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Winfield, Kansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.8 SUBMISSION OF BID

- A. Respectfully submitted this 22nd day of March, 2018.
- B. Submitted By Crator Industrial, LLC (Name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Brian Jordan (Type or print name).
- E. Title: Partner (Owner/Partner/President/Vice President).
- F. Street Address: 300 N. Black Cat Rd.
- G. City, State, Zip Joplin, MO 64801.
- H. Phone: 417-624-4444.
- I. License No.: 4536124.

END OF DOCUMENT 004113

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Gator Industrial, LLC
300 N. Blackcat Road
Joplin, MO 64801

SURETY:

(Name, legal status and principal place of business)

Developers Surety and Indemnity Company
P. O. Box 19725
Irvine, CA 92623

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Winfield
200 East 9th Ave.
Winfield, KS 67156

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

City of Winfield, Existing Building Removal - 16106, 400 E. 9th Ave., Winfield, KS 67156

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of March, 2018


(Witness)


(Witness) Casey M. Parisoff

Gator Industrial, LLC

(Principal)

(Seal)

By: 

(Title)

Manager

Developers Surety and Indemnity Company

(Surety)

(Seal)

By: 

(Title) Kathy L. Fagan

Attorney-in-Fact

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

Casey M. Parisoff, David H. Parkhurst, Samuel T. Bowlby, Kathy L. Fagan, Raymond C. Ritchey, Jr., Vickie J. Nickel, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President
By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this day of MAR 22 2018

By: *Cassie J. Parisoff*
Cassie J. Parisoff, Assistant Secretary

ATS-1004 (02/17)



DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Dale Brothers
- B. Project Name: Public Safety Facility – Site Clearing and Demolition
- C. Project Location: 400 East 9th Ave, Winfield, Kansas 67156
- D. Owner: City of Winfield, Kansas
- E. Architect: Agora Architecture – David S. Herlocker, AIA
- F. Architect Project Number: 16106

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Agora Architecture, LLC. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the Work of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

- 1. FIVE HUNDRED - NINETY-ONE THOUSAND Dollars (\$ 591,517.00)
FIVE HUNDRED - SEVENTEEN AND 00/100

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within **10** days after a written Notice of Award, if offered within **60** days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

- 1. _____ 5% _____ Dollars (\$ _____).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within (120) calendar days.

1.5 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 3-19-2018.
2. Addendum No. 2, dated 3-20-2018.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

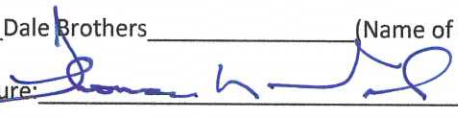
1.6 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
1. Bid Form Supplement - Bid Bond Form (AIA Document A310).

1.7 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Winfield, Kansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.8 SUBMISSION OF BID

- A. Respectfully submitted this 22 day of March, 2018.
- B. Submitted By Dale Brothers (Name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Thomas E Irish (Type or print name).
- E. Title: Project Manager (Owner/Partner/President/Vice President).
- F. Street Address: 4101 Powell Dr. P.O. Box 12451.
- G. City, State, Zip: Shawnee, KS 66227 Kansas City, Kansas 66112.
- H. Phone: (913)-957-4526.
- I. License No.: Trade License 2018-5861 (Johnson County Kansas) Demolition Contractor & General Contractor.

END OF DOCUMENT 004113

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Dale Brothers

4101 Powell, Shawnee, KS 66226

as Principal, hereinafter called the Principal, and International Fidelity Insurance Company

One Newark Center, 20th Floor, Newark, NJ 07102-5207

a corporation duly organized under the laws of the State of NJ

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Winfield

200 E. 9th Ave, Winfield, KS 67156

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Project No. 16106; City of Winfield Public Safety Facility - Demolition
Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 22nd day of March, 2018

Elizabeth Dargatz
(Witness)

Dale Brothers

(Principal)

(Seal)

By: [Signature]

(Title)

Amelia H. Nuff
(Witness)



International Fidelity Insurance Company

(Surety)

(Seal)

By: C. LaVonne Engeman

Attorney-in-Fact C. LaVonne Engeman

(Title)

Surety Phone No. 973-624-7200

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

Bond # Bid Bond

Principal Dale Brothers

Obligee City of Winfield

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

C. LaVonne Engeman

their true and lawful attorney-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015:

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 22nd day of March, 2018.



STATE OF NEW JERSEY
County of Essex

Robert W. Minster

Robert W. Minster

Chief Executive Officer (International Fidelity Insurance Company) and
President (Allegheny Casualty Company)



On this 22nd day of March, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 22nd day of March, 2018.

Maria H. Branco

Maria H. Branco, Assistant Secretary

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Pearson Construction LLC
- B. Project Name: Public Safety Facility – Site Clearing and Demolition
- C. Project Location: 400 East 9th Ave, Winfield, Kansas 67156
- D. Owner: City of Winfield, Kansas
- E. Architect: Agora Architecture – David S. Herlocker, AIA
- F. Architect Project Number: 16106

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Agora Architecture, LLC. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the Work of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Six hundred Eighty two thousand Dollars (\$ 682,000⁰⁰).

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within **10** days after a written Notice of Award, if offered within **60** days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. Thirty four thousand One hundred Dollars (\$ 34,100⁰⁰).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within (80) calendar days.

1.5 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 3/19/18.
2. Addendum No. 2, dated 3/20/18.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

1.6 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Bid Bond Form (AIA Document A310).

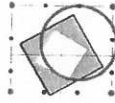
1.7 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Winfield, Kansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.8 SUBMISSION OF BID

- A. Respectfully submitted this 22nd day of March, 2018.
- B. Submitted By Pearson Const. LLC (Name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Kurt Cornejo, President (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).
- F. Street Address: 821 E. 25th St. N.
- G. City, State, Zip Wichita, KS 67219
- H. Phone: 316-263-3100
- I. License No.: _____

END OF DOCUMENT 004113



AGORA
ARCHITECTURE

ADDENDA NO. 1

March 19, 2018

City of Winfield
Public Safety Facility – Site Clearing & Demolition
400 E. 9th Ave.
Winfield, Kansas 67156

Project No. 16106

Plans and Specifications are modified as follows, with dates preceding the date of this addenda. Please attach to the project manual.

General:

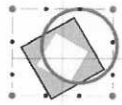
- None

Project Manual:

- Appendix B; Asbestos Survey
 - Title Page - Project address; (modify), 400 E. 9th Ave. in lieu of 900 E. 9th Ave.
 - Cover Letter – Asbestos Materials; Friable; (modify)
 - Samples #24PLA-#24PLAa – Approximately 10,000 square feet of white/gray asbestos containing ceiling plaster . . . in lieu of 4,000 square feet of white/gray asbestos

Drawings:

- None



AGORA
ARCHITECTURE

ADDENDA NO. 2

March 20, 2018

City of Winfield
Public Safety Facility – Site Clearing & Demolition
400 E. 9th Ave.
Winfield, Kansas 67156

Project No. 16106

Plans and Specifications are modified as follows, with dates preceding the date of this addenda. Please attach to the project manual.

General:

- Temporary seeding of final grade by Owner

Project Manual:

- Section 024116 Structure Demolition – 3.3 Protection, C. (clarify)
 - Provide minimum 6'-0" height protection fencing around entire site.
- Appendix D; Geotechnical Report (clarify)
 - GSI to provide soil testing, Contractor to include testing in Bid.
 - General Structural Fill 5.2.2 – bring to within 9" of final grade throughout, in lieu of 12" below floor slabs and 9" below pavements.
 - General Structural Fill 5.2.2 and Compaction of All Engineered Structural Fills 5.2.5 – to apply at all areas to receive fill to bring up to new spot elevations shown, (slope evenly from new spot elevations to existing perimeter).
 - Applies to removed: building basements, foundations, paving areas, utility tunnels and trenches.

Drawings:

- A0.1 Demolition Notes, 01 (clarify)
 - Remove existing building and foundation system. (accurate; the line thru foundation system is a continuation of the property line east).

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Pearson Construction, LLC

821 E. 25th Street North, Wichita, KS 67219

as Principal, hereinafter called the Principal, and Western Surety Company

333 S. Wabash Ave., Chicago, IL 60604

a corporation duly organized under the laws of the State of SD

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Winfield

200 E. 9th, Winfield, KS 67156

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

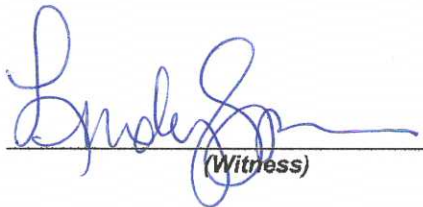
Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Project No. 16106; Demolition at 400 E 9th, Winfield, KS - Public Safety Facility

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 22nd day of March, 2018 .


(Witness)

Pearson Construction, LLC

(Principal)

(Seal)

By: 

Kurt Cornejo (Title) President

Western Surety Company

(Surety)

(Seal)

By: 

(Title)

Desiree E. Westmoreland , Attorney-in-fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Timothy H Heffel, Bret S Burton, David B Mc Kinney, Timothy Craig Smith, Desiree E Westmoreland, Todd Alan Rambo, Myriah A Valdivia, Individually

of Wichita, KS, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of February, 2018.



WESTERN SURETY COMPANY

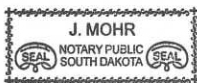
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 12th day of February, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of March, 2018.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: G + G Dozer - Gary Gorby
- B. Project Name: Public Safety Facility – Site Clearing and Demolition
- C. Project Location: 400 East 9th Ave, Winfield, Kansas 67156
- D. Owner: City of Winfield, Kansas
- E. Architect: Agora Architecture – David S. Herlocker, AIA
- F. Architect Project Number: 16106

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Agora Architecture, LLC. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the Work of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Three hundred twenty one thousand, Dollars (\$ 327,365.⁰⁰).
Three hundred sixty five dollars + no cents

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within **10** days after a written Notice of Award, if offered within **60** days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. Sixteen thousand three hundred and Dollars (\$ 16,368.25).
Sixty eight dollars and twenty five cents.

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within (60) calendar days.

1.5 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated March 19, 2018.
2. Addendum No. 2, dated March 20, 2018.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

1.6 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
1. Bid Form Supplement - Bid Bond Form (AIA Document A310).

1.7 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Winfield, Kansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.8 SUBMISSION OF BID

- A. Respectfully submitted this 22 day of March, 2018.
- B. Submitted By G + G Dozer (Name of bidding firm or corporation).
- C. Authorized Signature: Gary Gorbey (Handwritten signature).
- D. Signed By: Gary Gorbey (Type or print name).
- E. Title: Owner (Owner/Partner/President/Vice President).
- F. Street Address: 1875 Hwy 75 North.
- G. City, State, Zip Caney, KS 67333.
- H. Phone: 620-879-5243.
- I. License No.: KS512359.

END OF DOCUMENT 004113



G&GDOZER01

MTHOMAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/06/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NDB - Coffeyville 210 W 9th P O Box 494 Coffeyville, KS 67337		CONTACT NAME: Ben Viets PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: ben@ndb-insurance.com	
INSURED G & G Dozer Company LLC Gary Gorbey PO Box 6 1875 HWY 75 North Caney, KS 67333		INSURER(S) AFFORDING COVERAGE INSURER A: MID-CONTINENT GROUP INSURER B: United Specialty Insurance Company INSURER C: Carolina Casualty Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 23418 12537 10510	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			04-GL-000980311	08/10/2017	08/10/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 GEN AG APPLIES \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			06-CA-002822939	12/01/2017	12/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USA4131074	08/10/2017	08/10/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ Aggregate \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	BNUWC0110817	08/10/2017	08/10/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Winfield
200 East 9th Ave
Winfield, KS 67156

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

BID BOND

CONTRACTOR:

(Name, legal status and address)

G & G Dozer Company, LLC

PO Box 6

Caney, KS 67333

OWNER:

(Name, legal status and address)

City of Winfield

200 E. 9th Ave.

Winfield, KS 67156

SURETY:

(Name, legal status and principal place of business)

Western National Mutual Insurance Company

4700 West 77th Street

Edina MN 55435

BOND AMOUNT: Five Percent (05%)

PROJECT:

(Name, location or address, and Project number, if any)

Demolition of Former Public Safety Building/Old School.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of March, 2018.

G & G Dozer Company, LLC

Lacy L. Horly

(Principal)

(Seal)

Member

(Title)

Western National Mutual Insurance Company

Benjamin J. Viets

(Surety) Benjamin J. Viets

(Seal)

Attorney-in-Fact

(Title)

Christy Waddell

(Witness)

Severly J. Russell

(Witness)



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute and appoint: Drew E. Johnson, Kathleen M. Samora, William D. Buckles, David B. Dennis, William T. Newkirk II, Benjamin J. Viets Newkirk, Dennis & Buckles Inc. (#9831)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds)**, as follows:

All written instruments in an amount not to exceed an aggregate of Five Million Dollars (\$5,000,000) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

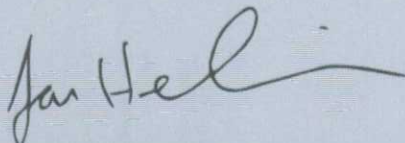
RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

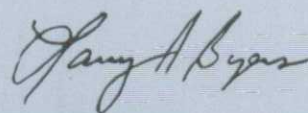
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2015.



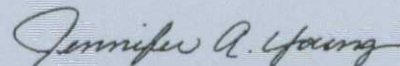
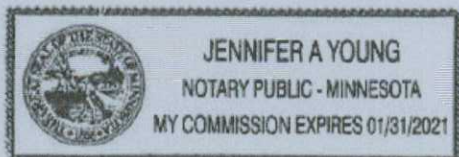
Jon R. Hebeisen, Secretary



Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF DAKOTA

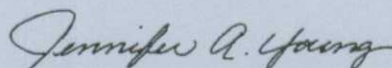
On this 16th day of December, 2015, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Jennifer A. Young, Notary Public
My commission expires January 31, 2021

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Edina, MN this 22nd day of March, 2018 Jennifer A. Young, Assistant Secretary



Request for Commission Action

Date: March 27, 2018

Requestor: John Adams, Code Enforcement Inspector

Action Requested: Seeking approval of 1 fixing resolution requesting a public hearing regarding the condemnation of certain structures at 915 E. 14th Ave., 1 setting resolution for condemnation of a structure at 303 Loomis St. and 1 nuisance resolution for removal of demolition debris and backfill of basement at 1212 Lowry St.

Analysis: 915 E. 14th – This is an uninsured structure that is fire damaged and a total loss. Spoke to the owner who stated he did not have the financial means for repair or removal of the house. Past taxes are owed which makes the option of donation to HFH unavailable to the owner. Requesting a public hearing time and place be fixed.

303 Loomis – Is an abandoned unsecured house that has been deteriorating for several years. Made contact with the owner several times and most recently she stated that the property has been sold to a relative. A similar statement had been made in the past however no change has been registered with the deeds office and the condition of the structure remains unchanged. I requested she and the new owner be present for the public hearing if at all possible. Upon conclusion of the public hearing I would recommend we move forward with condemnation in an attempt to resolve the condition of the structure.

1212 Lowry – Is a structure that was condemned Oct. 3, 2016, quotes for demolition opened Jan. 25, 2017 and sold at Sheriff's auction Mar. 10, 2017. The new owner was made aware of the condemnation and informed that the structure needed to be demolished and removed. After several conversations, the structure was finally razed Nov. 27, 2017, however the debris remains in place today. This resolution will give us the ability to not only clear the debris but to also remove the basement and backfill it to stop it from being a water collection basin and fall hazard to the surrounding neighborhood if the owner fails to comply.

Fiscal Impact: Unknown fiscal impact at this time.

Attachments: Fixing resolution for 915 E. 14th Ave.
Setting resolution for 303 Loomis St.
Nuisance resolution for 1212 Lowry St.

(Published in *The Cowley Courier Traveler*, Friday, April 6, 2018)

BILL NO. 1831

RESOLUTION NO. 2518

A RESOLUTION

FIXING the time and place and providing for notice of a public hearing before the Governing Body of the City of Winfield, Kansas, regarding the condemnation of a certain structures, a house and detached garage in the City of Winfield, Cowley County, Kansas.

WHEREAS, on October 23, 2017, the Code Enforcement Inspector of the City of Winfield, Kansas, acting as the enforcing officer pursuant to K.S.A. 12-1750 Supp. et. Seq., filed with the Governing Body of said City, a statement in writing that certain structures hereinafter described are unsafe for human habitation and/or dangerous.

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

Section 1. A hearing will be held on May 17th, 2018 at 5:30 p.m. in the Community Council Room, City Hall, 200 East Ninth Avenue, Winfield, Kansas, at which time the owners, their agents, lien holders of record and any occupants of said structures legally described below:

1) A house and detached garage on a tract of land legally described as: ***West 10 feet of Lot 5, and all of Lot 6, Parsonage Addition, to Winfield, Kansas. Commonly known as 915 E. 14th Ave. Recorded in Book 0484 Page 649,*** in the Office of the Register of Deeds of Cowley County, Kansas, may appear and show cause why said structures should not be condemned as unsafe and dangerous and ordered repaired or demolished.

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

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

ADOPTED this 2nd day of April, 2018.

(SEAL)

ATTEST:

Gregory N. Thompson, Mayor

Brenda Peters, City Clerk

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

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

(Published in *The Cowley Courier Traveler*, Friday, April 6, 2018)

BILL NO. 1832

RESOLUTION NO. 2618

A RESOLUTION

SETTING forth findings that the structure, a house, located on a tract of land legally described as follows: **Lot 26, Block 143, Northfield Addition to the City of Winfield, Kansas. Commonly known as 303 Loomis St. Recorded in Book 0540 Page 442, in the Office of the Register of Deeds of Cowley County, Kansas**, is unsafe and/or dangerous and ordering said structure to be repaired or removed in ninety (90) days.

WHEREAS, the Governing Body, by **Resolution No. 1718**, scheduled a hearing for April 2nd, 2018 at 5:30 p.m. to hear evidence to determine if the structure hereinafter described is unsafe and/or dangerous; and,

WHEREAS, on the 2nd of April, 2018 the Governing Body heard all the evidence submitted.

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

Section 1. The Governing Body hereby finds that the structure, a house, located on a tract of land legally described as: **Lot 26, Block 143, Northfield Addition to the City of Winfield, Kansas. Commonly known as 303 Loomis St. Recorded in Book 0540 Page 442, in the Office of the Register of Deeds of Cowley County, Kansas**, is unsafe and dangerous and hereby directs the owner to remove or repair said structure and make the premises safe and secure. The owner has ninety (90) days from the date of publication of this resolution or building permit date, whichever comes first, to complete repair work, bring the structure into code compliance and make said structure safe and habitable. Compliance must meet city standards and expectations. The owner must have the structure inspected by the city inspector and obtain a Certificate of Occupancy from the Inspection Department before said structure is deemed safe, habitable and ready for occupancy. Regardless of the expenditures and/or progress on the structure, if the owner fails to complete the repair within the time frame specified or fails to diligently prosecute the same until the work is completed, then at its discretion said Governing body will cause the structure to be razed and removed or extend the time period. The cost of razing and removal, less salvage, if any, shall be assessed as a special assessment against the parcel of land upon which the structures are located.

Section 2. Within thirty (30) days of publication, the owner shall provide to the Building Official a detailed written plan for rehabilitation or removal of the structure complete with estimated costs and completion date. Failure to provide said plan within the designated time shall constitute waiving of the established time for repair established in Section 1.

Section 3. The City Clerk shall cause said findings to be filed with the Register of Deeds of Cowley County, Kansas.

Section 4. This resolution shall be in full force and effect from and after its adoption and publication in the official city newspaper.

ADOPTED this 2nd day of April, 2018.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

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

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.

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

WHEREAS, the City's inspector, on or about the 15th day of November, 2017 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

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

(1) Owner: **GENA B. HAVNER**
521 W. 12TH AVE.
WINFIELD, KS. 67156

Occupant: NONE
Property Address: 1212 Lowry
Legal Description: **Lots 10, Block 32, Reads Addition to the City of Winfield, Kansas. Commonly known as 1212 Lowry St. recorded in Book 0466 Page 175, in the Office of the Register of Deeds of Cowley County, Kansas.**

Nature of Nuisance: A nuisance consisting of building demolition debris, trash and junk, basement foundation walls, as well as backfilling the basement to remove threat of danger to the surrounding community from fall and ponding of stagnant water.

Disposition of Items: Property items determined by the City to be of value will be impounded and stored at the City impound lot. Such items may be retrieved after appropriate impound fees and other incurred expenses have been paid by the owners.

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

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

ADOPTED this 2nd day of April, 2018.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

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

A RESOLUTION

AUTHORIZING and directing the City Manager of the City of Winfield, Kansas, to execute an extension of an agreement by and between the City of Winfield, Kansas, and South Central MCN, LLC, providing for an exclusive negotiating period for potential transactions including new transmission facilities and possible SCMCN ownership and operation of transmission assets pertaining to Winfield's electric utility.

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

Section 1. The City Manager of the City of Winfield, Kansas, is hereby authorized and directed to execute an extension of an agreement by and between the City of Winfield, Kansas, and South Central MCN, LLC, providing for an exclusive negotiating period for potential transactions including new transmission facilities and possible SCMCN ownership and operation of transmission assets pertaining to Winfield's electric utility; a copy of which is attached hereto and made a part hereof.

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

ADOPTED this 2nd day of April 2018.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Jeremy Willmoth, City Manager



Request for Commission Action

Date: 03/19/2018

Requestor: James Chism, HR Director

Action Requested:

Approval of the 2018 City of Winfield Personnel Policy Manual.

Analysis:

Updates include regulatory and legal update to FMLA, ADA, Title VII, Immigration law, Tobacco use, Conceal Carry, HIPPA, Emergency plans and various other issues.

Fiscal Impact: N/A

Attachments: Exec Summary

A RESOLUTION

ADOPTING Personnel Policies and Regulations for the City of Winfield, Kansas.

WHEREAS, the Personnel Policies and Regulations adopted on November 16, 1981 have been amended and revised periodically since their adoption; and

WHEREAS, substantial changes have been made, and the document has been re-created in its entirety; and

WHEREAS, the intent of this Resolution is to repeal any previous resolutions adopting, revising, or amending the Personnel Policies and Regulations and adopting a completely new version of said policies and regulations;

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

Section 1. All Resolutions adopting, revising, or amending the Personnel Policies and Regulations for the City of Winfield are hereby repealed and no longer valid.

Section 2. The Governing Body of the City of Winfield Kansas hereby adopts a new version of Personnel Policies and Regulations for the City of Winfield, a copy of which is attached hereto and made a part hereof.

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

ADOPTED this 2nd day of April, 2018.

(SEAL)

Gregory N. Thompson, Mayor

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Jeremy Willmoth, City Manager



Request for Commission Action

Date: March 27, 2018

Requestor: Gary Mangus, Assistant to the City Manager

A handwritten signature in dark ink, appearing to read "GM", is placed to the right of the Requestor's name.

Action Requested: Consider Resolution approving an Outdoor Community Event and Temporary Entertainment District application (Conquest Promotions)

Analysis: This document is first presented at the Work Session on March 29, 2018. Conquest Promotions, has completed an Outdoor Community Event application for an event scheduled April 14, 2018, in Building #4, at the Winfield Fairgrounds. It is a Mixed Martial Arts event featuring local and professional fighters. A portion of the event sales will be contributed to the family of TJ Prater. The application also requests the sale of alcohol during the event. The Bar and Grill LLC has agreed to request approval from the Alcoholic Beverage Control Division of the KS Department of Revenue for a temporary extension of premise permit to sell and serve beer during the event. Final state approval has not been received at this time, but is anticipated to be attained as early as the end of this week.

Fiscal Impact: The Fairgrounds Special Events Agreement included that City's standard rental payment of 5% of gross receipts. Also, fees are in place for reimbursement of Police and Fire/EMS Officers required to on site.

Attachments: Resolution, OCE application and supporting documents

Bill No. _____

Resolution No. _____

A RESOLUTION

APPROVING an Outdoor Community Event and Temporary Entertainment District Application (Conquest Promotions)

WHEREAS, Conquest Promotions has made application for an Outdoor Community Event and Temporary Entertainment District to host a special event, the Warriors in Winfield , April 14, 2018; and

WHEREAS, Conquest Promotions requests authorization to sell domestic wine, domestic beer or spirits to be served during the special event to be held in Building #4, Winfield Fairgrounds, 1105 W 9th Ave, from 6:00 pm, April 14, 2018, to 12:00 am April 15, 2018, at a site specifically identified in the Outdoor Community Event and Temporary Entertainment District Application, attached and made a part hereof; and

WHEREAS, in Section 6-120 of Article IV of Section 6 of the Code of the City of Winfield, Kansas, "Temporary Entertainment District" means a defined area, which includes City streets, alleys, parking lots and public sidewalks on which the City Commission has authorized the sale, possession or consumption of alcoholic liquor or cereal malt beverage for a specified period of time, during a community event which has been properly permitted under Chapter 8 of this Code; and

WHEREAS, Conquest Promotions is required to maintain a Temporary State and Local alcohol permit through The Bar and Grill LLC, 1014 Main, Winfield KS, for the sale of domestic wine, domestic beer or spirits to be sold during the special event to be held in Building #4, Winfield Fairgrounds, 1105 W 9th Ave, from 6:00 pm April 14, 2018 to 12:00 am April 15, 2018, at a site specifically identified in the Outdoor Community Event and Temporary Entertainment District Application.

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 approves the Outdoor Community Event and Temporary Entertainment District Application as requested by the Conquest Promotions and acknowledges the sale of domestic wine, domestic beer and spirits to be sold through The Bar and Grill LLC, 1014 Main, Winfield KS, during the special event to be held in Building #4, Winfield Fairgrounds, 1105 W 9th Ave, from 6:00 pm April 14, 2018, to 12:00 am, April 15, 2018, at a site specifically identified in the Outdoor Community Event and Temporary Entertainment District Application a copy of which is attached hereto and made a part hereof.

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

ADOPTED this 2nd day of April, 2018.

(SEAL)

ATTEST:

Gregory N Thompson, Mayor

Brenda Peters, City Clerk

Approved as to form: _____

William E. Muret, City Attorney

Approved for Commission action: _____

Jeremy Willmoth, City Manager



Outdoor Community Event and Temporary Entertainment District Application

Applications and any applicable fees must be submitted to:
Winfield City Clerk | 200 E. 9th Avenue | Winfield, KS 67156
620-221-5500 or (Fax) 620-221-5593 or cityclerk@winfieldks.org

Complete Outdoor Community Event Applications must be submitted at least 30 days prior to the proposed date of the event

The City of Winfield defines an Outdoor Community Event as follows:

Outdoor event on public property organized for a particular and limited purpose and time. Such events shall include, but not be limited to: fun runs, roadway foot races, fundraising walks, bikeathons, motor vehicle events, bike races, carnivals, festivals, cookouts, block parties, community celebrations, shows, exhibitions, circuses, fairs and temporary entertainment districts. Such term shall also include parades when held in conjunction with a community event as defined by this section, which event is sponsored or conducted by the same applicant. Such term shall not include events occurring solely on sidewalks or public rights of way immediately adjacent to public streets that do not require the closing of the sidewalk or public way.

The City of Winfield defines a Temporary Entertainment District as follows:

A defined area, which includes City streets, alleys, parking lots and public sidewalks on which the City Commission has authorized the sale, possession or consumption of alcoholic liquor or cereal malt beverage for a specified period of time, during a Community Event which has been properly permitted.

General Information:

It is the purpose of this application to establish a process for permitting community events to use City streets, sidewalks, parks and alleys. It is unlawful for any person to conduct a community event without a community event permit. Any information required by the application must be complete upon submittal. Incomplete applications may be denied. The City of Winfield may refuse any application received less than 30 days before the event or lacking requested information. When received, an application is subject to approval of all departments involved and will be required to provide the following:

- The Winfield Police Department, the Winfield Fire Department and authorized representatives of such departments shall be responsible for the enforcement of all provisions of this application.
- No fee shall be charged for the application or permit for a Community Event itself.
- The issuance of a Community Event permit shall not negate the responsibility of the permit holder to acquire all other necessary and applicable licenses or permits which may be required for the event or pay any additional fees.
- Street closure request made to the City of Winfield.
- Certificate of Liability Insurance naming the City of Winfield as additionally insured, if applicable.
- Security requirements including hiring of certified law enforcement officers.
- All Food/Beverage/Concessionaire/Amusement vendors list including contact person, contact information, and permits/licenses, as necessary.
- Outdoor Community Events shall cease between the hours of 11:00 p.m. and 8:00 a.m., Sunday through Thursday and midnight to 8:00 a.m. on Friday and Saturday.
- A detailed Security Plan will be required and approved by Winfield Chief of Police. Extraordinary Police/Fire services will be billed directly to the permit holder and will be the permit holder's responsibility.

**Outdoor Community Event
and
Temporary Entertainment District Application**

Applicant information:

Application Date :	<input type="text" value="3/5/2018"/>	Event Title:	<input type="text" value="Warriors in Winfield"/>
Type of Event: (drop down box)	<input type="text" value="Live Entertainment"/> <input type="text"/>		
Event Date:	<input type="text" value="4/14/2018"/>	Event Time:	<input type="text" value="7:30 pm"/>
Event Address for Permit:	<input type="text" value="Winfield Fairgrounds"/>		
Public Property needed:	<input type="text"/>		

Site Plan (required):

Site plan defines the placement of fencing, tables, water supply, toilet/lavatory facilities, lighting, stages, temporary power needs, parking plans, sound plan, temporary seating, tents or canopies, amusement or inflatable rides, barricade type/location, enter/exit locations, trash, signage, all streets being closed, etc.

Parade or motor events require a map or diagram of the route to be traveled w/ starting and ending points identified; use of all or a portion of the street; approximate number, type, and description of persons, animals, and vehicles, as well as information above;

Applicant Name:	<input type="text" value="Matt Ludwick"/>
Address:	<input type="text" value="1214 Huntress Clay Center, Kansas 67432"/>
Phone:	<input type="text" value="785 269 7069"/>
E-mail:	<input type="text" value="mattludwick@hotmail.com"/>
Contact Name: (if different than Applicant)	<input type="text"/>
Address:	<input type="text"/>
Phone:	<input type="text"/>
E-mail:	<input type="text"/>

**Outdoor Community Event
and
Temporary Entertainment District Application**

**Will Alcoholic
Liquor or CMB
be sold and/or
served?**

☒ Yes, If so complete the following ☐ No

**Onsite Alcohol
Supervisor
Name:**

Katie Rolo (The Bar)

Address:

Phone:

E-mail:

Sale and/or Consumption of Alcoholic Liquor or Cereal Malt Beverages (CMB): A Temporary CMB license (allowing sale and/or consumption of CMB) or a **Temporary Permit (allowing the sale and/or consumption of Alcoholic Liquor) **MUST** be approved by the City Commission. Regular City Commission meetings are held the 1st and 3rd Mondays of each month.

Temporary Alcoholic Liquor or CMB License specifications include:

- No more than 3 consecutive days.
- No more than 4 events annually to the same applicant.
- No sales or consumption of Alcoholic Liquor or CMB upon public streets or rights-of-way unless approved by the City Commission pursuant to the establishment of a Temporary Entertainment District (TED). Streets must be closed to vehicular traffic.
- Specific area designated for point of sale of CMB or Alcoholic Liquor must be defined on a site plan.
- Applicant **MUST** comply with all provisions of the City Code for sale of BOTH Alcoholic Liquor or CMB

**** Sale of Alcoholic Liquor is allowed ONLY when a Temporary Permit has been issued by the State of Kansas Division of Alcoholic Beverage Control (ABC) AND the City of Winfield. A copy of BOTH permits shall be posted along with the site plan at the event and shall be available for inspection upon request by any law enforcement officer or any officer or agent of the ABC Division Director. Sale and/or consumption of Alcoholic Liquor upon public streets and sidewalks is allowed ONLY when a Temporary Permit has been issued by the State of Kansas Division of Alcoholic Beverage Control AND the City of Winfield, AND when a TEMPORARY ENTERTAINMENT DISTRICT (TED) designation has been approved by the City Commission.**

**Outdoor Community Event
and
Temporary Entertainment District Application**

Will food be sold and/or served?

☒ Yes, If so complete the following ☐ No

Onsite Food Supervisor Name:

Katie Rolo (The Bar)

Address:

Phone:

E-mail:

Will admission be charged?

☒ Yes, If so the following will be required
☐ No

If admission is going to be charged at the proposed event the permit holder must obtain minimum insurance for the event. The permit holder shall procure and maintain in full force and effect during the term of the permit a policy of insurance from an insurance company authorized to do business in the State of Kansas, which policy includes the City of Winfield, its officers and agents, as named insured's and which provides general liability coverage in an amount not less than \$500,000.00 per occurrence and a minimum of \$50,000.00 property damage coverage. Proof of insurance shall be submitted to the City prior to issuance of the permit and maintenance of this insurance shall be a condition of the permit.

Is this event a fundraiser?

☒ Yes
☐ No

If yes, for what organization?

TJ Prater Family

Estimated Attendance:

600

Number of participants in previous years:

1200

Is Street Closure Requested?

☐ Yes
☒ No

If yes, provide a map of event identifying any and all street closures and placement of barricades, with type of barricades to be used.

The Promoter must receive written approval from Kansas Department of Transportation authorities for the closure of any State Highway (Main Street or 9th Avenue). Attach copy of approval letter.

I, the above named applicant, have read the contents of this application and that all information and answers here contained are completed and true. In addition, I have read and understand all rules and regulations as set out in the Code of the City of Winfield. Furthermore, I hereby agree to comply with all of the laws of the State of Kansas, and all rules and regulations prescribed by the City of Winfield and I have consent to the immediate revocation of my license, by the proper officials, for any violation of such laws, rules, or regulations.

Applicant Signature

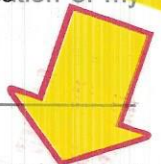
Matthew J. Prater

Date: 3/14/18

City Manager Signature

Date:

**SIGN
HERE**



**Outdoor Community Event
and
Temporary Entertainment District Application**

**Will food be
sold and/or
served?**

☐ Yes, If so complete the following ☐ No

**Onsite Food
Supervisor
Name:**

Address:

Phone:

E-mail:

**Will admission
be charged?**

☐ Yes, If so the following will be required
☐ No

**Is this event a
fundraiser?**

☐ Yes
☐ No

If yes, for what
organization?

**Estimated
Attendance:**

Number of participants in previous years:

**Is Street
Closure
Requested?**

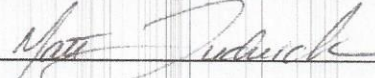
☐ Yes
☐ No

If yes, provide a map of event identifying any and all street closures and
placement of barricades, with type of barricades to be used.

**The Promoter must receive written approval from Kansas Department of Transportation authorities for the
closure of any State Highway (Main Street or 9th Avenue). Attach copy of approval letter.**

I, the above named applicant, have read the contents of this application and that all information and answers herein
contained are completed and true. In addition, I have read and understand all rules and regulations as set out in the
Code of the City of Winfield. Furthermore, I hereby agree to comply with all of the laws of the State of Kansas, and
all rules and regulations prescribed by the City of Winfield and I have consent to the immediate revocation of my
license, by the proper officials, for any violation of such laws, rules, or regulations.

Applicant Signature



Date:

3/5/18

City Manager Signature

Date:



Kansas Department of Revenue
Alcoholic Beverage Control Division
915 SW Harrison Street
Topeka, KS 66625-3512
Phone: 785-296-7015 Fax: 866-855-5025

REQUEST FOR TEMPORARY EXTENSION OF PREMISE INTO A SPECIAL EVENT* APPROVAL

Use this form only if you wish to temporarily extend your licensed premise into a special event* held on public streets, alleys, roads, sidewalks or highways when a temporary permit has been issued.

Special Event Temporary Permit Information:

Event Name <i>Warriors in Winfield</i>	Event Street Address <i>1105 W. 9th Ave</i>	City <i>Winfield</i>	County <i>Cowley</i>	Zip Code <i>67156</i>
Date of Event <i>4/14/18</i>	From Time <i>6:00</i>	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	To Time <i>12:00</i>	<input type="checkbox"/> AM <input type="checkbox"/> PM
Date of Event	From Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	To Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
Date of Event	From Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	To Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

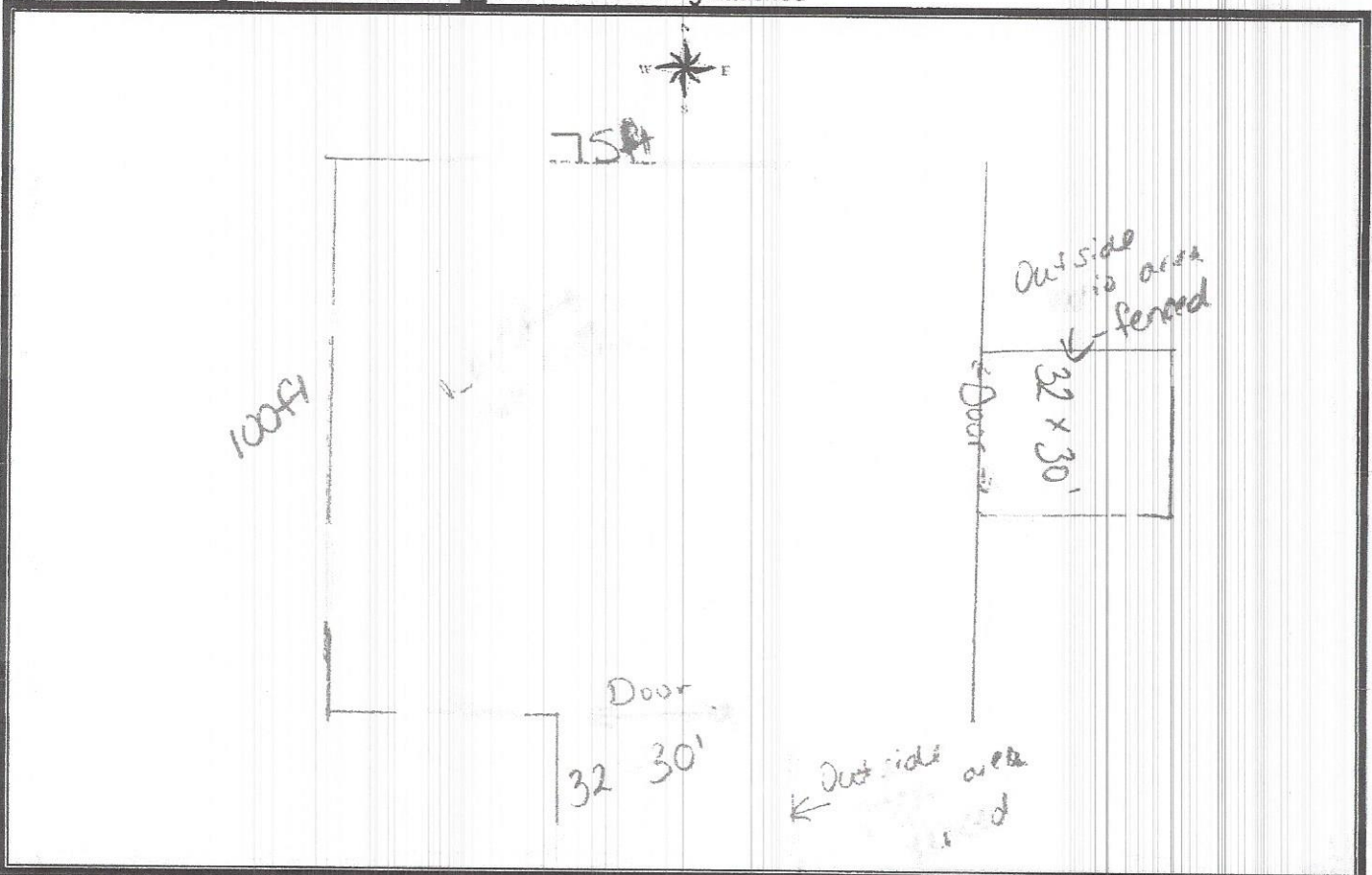
Licensee Information:

Business DBA Name <i>The Bar and Grill LLC</i>	License Number
Business Location Street Address <i>1014 Main</i>	City <i>Winfield</i>
Contact Person Name <i>Katherine Rolo</i>	Zip Code <i>67156</i>
Phone Number <i>620 222-4358</i>	Email Address <i>winfieldsbar@gmail.com</i>

Diagram:

Check the appropriate box then draw a complete diagram of the premises for which you are seeking approval or attach your drawing. The diagram must include your current premise and the special event temporary extension area. Architectural drawings are not accepted if larger than 8 1/2" X 11".

Check one: ☐ Diagram drawn below ☐ 8 1/2" X 11" drawing attached





Kansas Department of Revenue
Alcoholic Beverage Control Division
915 SW Harrison Street
Topeka, KS 66625-3512
Phone: 785-296-7015 Fax: 866-855-5025

Zoning:

CERTIFICATE OF CITY, TOWNSHIP OR COUNTY CLERK

I HEREBY CERTIFY THAT THE PREMISES AT _____ IS:		
Location Street Address	City	Zip
<p>(check one box in each section):</p> <p>CITY LIMITS: <input type="checkbox"/> <u>Inside</u> the incorporated city limits <input type="checkbox"/> <u>Outside</u> the city limits</p> <p>PREMISE: <input type="checkbox"/> complies with all local ordinances/resolutions concerning the sale and consumption of alcoholic liquor.</p> <div style="display: flex; justify-content: space-between; align-items: flex-end; padding-top: 20px;"><div style="width: 45%;"><p>CLERK SIGNATURE _____</p><p>PRINTED NAME _____</p></div><div style="width: 50%;"><div style="display: flex; justify-content: space-around; align-items: center;"><div><input type="checkbox"/> City Clerk</div><div><input type="checkbox"/> Township Clerk</div><div><input type="checkbox"/> County Clerk</div></div><p>DATE _____ PHONE _____</p></div></div>		

☐ I understand that I must maintain a copy of the approved diagram on the licensed premise and make available for immediate inspection upon request.

Under penalties of perjury, I declare the information contained in this document a true, accurate and complete disclosure of information.

Licensee Signature _____	Printed Name _____	Date _____
--------------------------	--------------------	------------

ABC Office Use Only

<p>Special Event Temporary Permit # _____</p> <p><input type="checkbox"/> DIAGRAM APPROVED AS SUBMITTED</p> <p><input type="checkbox"/> DIAGRAM DENIED – Reason: _____</p>	Signature of ABC Official _____	Date _____
--	---------------------------------	------------





Kansas Department of Revenue
Alcoholic Beverage Control Division
915 S.W. Harrison Street
Topeka, KS 66625-3512
Phone: 785-296-7015 Fax: 866-855-5025

REQUEST FOR TEMPORARY EXTENSION OF PREMISE INTO A SPECIAL EVENT* APPROVAL INSTRUCTIONS

WHICH FORM DO I NEED TO COMPLETE?

Complete and submit this form (ABC-817) if you:

- currently possess a liquor license and are applying for a **temporary extension of your licensed premise into a special event* area held on public streets, alleys, roads, sidewalks or highways when a special event temporary permit has been approved.**

Complete and submit the *REQUEST FOR TEMPORARY EXTENSION OF PREMISE APPROVAL (ABC-816)* if you:

- currently possess a liquor license and are applying for a **temporary extension** of your licensed premise.

Complete and submit the *REQUEST FOR PERMANENT PREMISE APPROVAL (ABC-806)* if you:

- are applying for a new liquor license.
- currently possess a liquor license and are applying for a **permanent change** to your existing licensed premise.
- currently possess a liquor license and are changing your location. You must also complete and submit the *ABC LIQUOR LICENSE/PERMIT BUSINESS NAME AND/OR ADDRESS CHANGE FORM (ABC-22)* along with a copy of the lease or deed.

All forms may be found on our website at: <http://www.ksrevenue.org/abcforms.html>

INSTRUCTIONS TO COMPLETE THE REQUEST FOR TEMPORARY EXTENSION OF PREMISE INTO A SPECIAL EVENT* APPROVAL:

1. **SPECIAL EVENT* TEMPORARY PERMIT INFORMATION.** Enter the information requested.
2. **LICENSEE INFORMATION.** Enter the licensee information requested.
3. **DIAGRAM.** Check the appropriate box, then draw a complete diagram of the premises for which you are seeking license approval **or** attach your drawing to the ABC-817 form, provided it is no larger than 8½ X 11.
 - a. The diagram must include **all** entrances, exits and interior doors, walls, coolers, bars, liquor storage space, kitchen, counters, sales area, office, restrooms, etc.
 - b. The diagram must show approximate dimensions of the premise for which you are seeking approval.
 - c. The diagram must indicate your current premise **and** the special event temporary extension area.
4. **ZONING.** Take the form to the city/county clerk to complete the zoning section of the form.
5. Sign and date the form.
6. Submit your completed request to the ABC by mail, fax or email to abc.licensing@kdor.ks.gov **at least 10 calendar days prior to the special event.**

CONTACT INFORMATION:

If you have questions or need assistance, please contact us by:

- Phone: 785-296-7015; or,
- Email: abc.licensing@kdor.ks.gov

**A special event is defined by K.S.A. 41-719(a)(2). Alcoholic liquor may be consumed at a special event held on public streets, alleys, roads, sidewalks or highways when a temporary permit has been issued pursuant to K.S.A. 41-2645, and amendments thereto, for such special event. Such special event must be approved, by ordinance or resolution, by the local governing body of any city, county or township where such special event is being held. No alcoholic liquor may be consumed inside vehicles while on public streets, alleys, roads or highways at any such special event.*

FAIRGROUNDS SPECIAL EVENT AGREEMENT

This Fairgrounds Special Event Agreement made and entered into this ____ day of _____, 2018, by and between the City of Winfield, Kansas, hereinafter referred to as "CITY," and CONQUEST PROMOTIONS, hereinafter referred to as "PROMOTER".

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments set forth herein, the parties agree as follows:

1. CITY hereby leases to PROMOTER, for the sole purpose of producing boxing/MMA event, the following described premises:

That portion of the Winfield Fairgrounds known as Building #4.

It is understood and agreed that this lease is specifically limited to the above-described premises. It is understood and agreed that this lease ***DOES NOT*** include the West 14th Street Power Plant, Horse barn, and 4-H Building. CITY shall have ingress and egress at all times to the Power Plant and other buildings where materials and equipment may be stored. It is further agreed, for spectator and participant safety, signage and barricades, as approved by the City Manager or his designee shall be erected on all roadways intersecting the above-described premises.

2. It is understood and agreed that the term of this lease shall cover one (1) PROMOTER event with the date and time as follows:

a. **2018, 8:00 a.m. April 13, 2018 to 5:00 p.m. April 15, 2018**

3. All event activities shall be completed by 1:00 a.m.
4. PROMOTER shall deposit with CITY a non-refundable fee of \$1,000 paid by cash or certified or cashier's check payable to "City of Winfield" on or before April 1, 2018. The deposit shall be applied in full against the payment due hereunder.
5. PROMOTER agrees to pay to CITY, as rental, five percent (5%) of gross receipts (admission fees collected, individually or collectively by spectator charged activities) which includes advance sales, daily sales and weekend sales, less applicable federal, state, and local sales taxes. PROMOTER shall provide CITY with an accurate accounting of all receipts from each event and shall pay to CITY by cash or certified or cashier's check payable to "City of Winfield" the monies owing to it as set forth herein not later than thirty (30) days following the last day of each event.
6. Within 30 days of the completion of each event, CITY and PROMOTER shall review performance and consider expectations for future events.
7. CITY shall assume responsibility for the payment of any City-owned utilities consumed during the events outlined in Section 2. PROMOTER agrees that any alteration or temporary extensions to CITY utilities be coordinated through CITY. PROMOTER shall assume responsibility for portable restrooms, all restroom supplies and cleanliness during terms of this agreement. PROMOTER shall be responsible for any damage or litter. Any decorations, garbage and trash shall be deposited in outside trash barrels. PROMOTER shall dispose of any excess trash. PROMOTER shall be responsible for any damage or litter. PROMOTER agrees that all materials pertinent to the event which are not the property of CITY will be removed before the termination date outlined in Paragraph 2. If said premises are not so cleaned and property removed, CITY shall cause the premises to be cleaned and property removed or stored.

PROMOTER shall pay all reasonable and standard costs thereof.

8. **No open burning** is permitted except for grills or campfires, within metal fire rings no larger than 3 feet in diameter, as approved by CITY.

9. CITY, its officers and agents shall have free access to the premises for the purposes that they may deem necessary. PROMOTER shall have the right to close the premises at any time they may deem necessary and to further establish rules of conduct and discipline necessary to maintain a well ordered event. Those individuals or groups not wishing to follow those rules set by PROMOTER for proper conduct may be, at PROMOTER direction, removed from the premises or dealt with as PROMOTER deems necessary.

10. PROMOTER will be responsible for all additional costs associated with the provision of security, private police or night watch services, and PROMOTER further agrees that the company and/or individuals providing the security, private police or night watch service will be approved by the Winfield Police Department. It is specifically understood and agreed that said approval will not render CITY liable in any way for the actions of said persons nor make them employees of CITY. PROMOTER shall indemnify and hold CITY harmless from any loss or damages to CITY occurring as the result of the acts of said private police or night watch services.

11. Winfield Police Department will not be restricted in patrol operations of the Fairgrounds area during the lease period. WPD will place two (2) officers on-duty on-site from 6:00 pm Saturday April 14, 2018 -12:00 am Sunday April 15, 2018. When it is essential for public safety, in the opinion of the Winfield Police Chief, additional officers of the Winfield Police Department will be assigned to duty on-site at any time during this agreement and remain on duty subject to the Chief's orders. PROMOTER is responsible for all costs associated with on-site, as well as, additional officers called to duty on-site. Police fees, \$36/hour/officer, are not to be included in the rental calculation, per Paragraph 5.

12. Winfield Fire/EMS Department will not be restricted in patrol operations of the Fairground area during the term of this agreement. Fire/EMS will place two (2) officers with an ambulance on-duty on-site from 6:00 pm Saturday April 14, 2018 -12:00 am Sunday April 15, 2018. When it is essential for public safety, in the opinion of the Winfield Fire Chief, firefighters of the Winfield Fire Department will be assigned to duty on-site at any time during this agreement and remain on duty subject to the Chief's orders. PROMOTER is responsible for all costs associated with on-site, as well as, additional officers called to duty on-site. Fire fees, \$36/hour/officer, are not to be included in the rental calculation, per Paragraph 5.

13. PROMOTER shall not sublet nor assign this agreement without the written consent of CITY. PROMOTER therein is an independent contractor and not the agent, partner, joint venturer, or employee of CITY.

14. It is expressly understood and agreed that PROMOTER shall save and hold CITY harmless from any and all loss sustained by PROMOTER on account of any suit, judgment, execution, claim or damage of any kind whatsoever, resulting from the use of said premises as provided herein, and PROMOTER shall cause to be defended at its own expense all actions that may be commenced against the CITY by reason of said event. PROMOTER shall also save and hold CITY harmless and indemnify CITY from any and all losses sustained by CITY by reason of said event.

15. A Certificate of Insurance shall be filed by PROMOTER with the City Manager's Office not less than fourteen (14) calendar days in advance of event. PROMOTER shall procure and maintain during the term of this agreement, Commercial General Liability Insurance in an amount not less than \$500,000 each

occurrence extending to and including, and not be limited to (if applicable), spectators, carnivals, mechanical amusement devices, racing events, animals, and cereal malt beverage/liquor liability, \$500,000 personal and/or advertising injury limit, \$1,000,000 products completed operations aggregate and \$1,000,000 general aggregate, include CITY named as additional insured; and Worker's Compensation (if required) per Kansas statutory limits; said insurance to be carried with an insurance company with a recognized national rating acceptable to CITY, licensed to do business in the state of Kansas. All policies of insurance shall provide at least thirty (30) days prior written notice of cancellation or any changes of insurers to CITY. The City shall maintain their right to the extent permitted by law to have and assert all its defenses and immunities as provided in the Kansas Tort Claims Act. The insurance minimum limits outlined above do not infer or place a limit of liability of PROMOTER nor has the City assessed the risk that may be applicable to PROMOTER. PROMOTER's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by PROMOTER.

16. If all or part of the above-described premises are destroyed or rendered uninhabitable, or if the events are cancelled due to weather or any other cause beyond the control of the parties hereto, CITY shall have no obligation to provide alternate space for the holding of said event, and PROMOTER shall have no obligation to pay any rentals to CITY. CITY shall retain the right to cause the interruption of any performance or activity in the interest of public safety. If, for any reason, an unforeseen event occurs which renders impossible the fulfillment of any term of this agreement, PROMOTER shall have no right to nor claim for damages against CITY.

17. CITY agrees that advertising or other material may be placed, posted, or distributed in or about said premises or announced or publicized over any loud speaker system or other media without having obtained advanced permission of CITY. PROMOTER agrees that all advertising identify the event site as "the Winfield Fairgrounds". PROMOTER may not use the City of Winfield name to suggest co-sponsorship or endorsement of the activity without advanced written approval.

18. All concessions catering and concession or catering rights are reserved to PROMOTER. Its concessionaires will have the privilege of canvassing, selling, delivering, servicing, and otherwise hawking wares, novelties, merchandise, foodstuff and beverages. The Revised Ordinances of the City of Winfield shall govern the sale or consumption of Cereal Malt Beverage or Alcoholic Liquor on CITY property.

19. All service staff, such as, but not limited to, security officers, ticket sellers, ticket takers, ushers, gate guards, bands, sound technicians, stage hands, and electricians to be used on the occasion herein mentioned, shall be contracted by PROMOTER and PROMOTER shall assume responsibility for their compensation, benefits, protections or privileges provided by the law, and their conduct and its consequences. PROMOTER agrees that prior to performing such tasks; all tradesmen are licensed according to CITY regulation.

20. Erection of special platforms, booths scaffolding, rigging, and other apparatus is the responsibility of PROMOTER. In order to ensure the safety of the public, CITY reserves the right to reject any of the above-mentioned items. PROMOTER will then take the necessary action required to ensure the safety of the performers and the public.

21. PROMOTER shall procure at its own cost and expense all licenses, permits, and copyright costs necessary for carrying out the operation of the event. PROMOTER shall display in full view of the public all said licenses and permits.

22. PROMOTER shall at all times comply with and be subject to all ordinances, laws, rules and regulations of the City of Winfield, Kansas Athletic Commission, State of Kansas, and the United States

government.

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

THE CITY OF WINFIELD, KANSAS

Jeremy Willmoth, City Manager



Matt Ludwick

Matt Ludwick
1214 Huntress
Clay Center, KS 67432
785-269-7069
mattludwick@hotmail.com



DATE _____
LICENSE TYPE _____
LICENSE NUMBER _____
<input type="checkbox"/> RENEWAL <input type="checkbox"/> NEW
DATE _____

Pd 3-9-18

KANSAS ATHLETIC COMMISSION

Department of Commerce
1000 SW Jackson, Suite 100
Topeka, KS 66612-1214
Phone: (785) 296-1913

APPLICATION FOR PROMOTER'S LICENSE

The application fee for a Promoter's license is \$225.00.

Upon issuance, the licensee is licensed to promote the following events in Kansas:

- Professional and Amateur Boxing
- Professional and Amateur Kickboxing, Muay Thai, & Full Contact Karate
- Professional and Amateur Mixed Martial Arts
- Brazilian JiuJitsu, Submission Grappling, & Pankration

Pursuant to K.A.R. 128-2-13, the Promoter shall obtain a surety bond or irrevocable letter of credit in the amount of \$10,000 to guarantee payment of all fees and taxes due the Athletic Commission. The Commission may adjust the required amount to assure sufficient protection to the State.

A check or money order for the license fee, payable to the Kansas Athletic Commission, must be submitted with this application. Do not send cash.

NAME OF PROMOTER <i>MATT LUDWICK</i>		TELEPHONE NUMBER <i>785-269-7069</i>	
PROMOTER'S LEGAL NAME <i>MATTHEW JOHN LUDWICK</i>			
STREET ADDRESS OR PO BOX <i>1214 Huntress</i>			
CITY <i>CLAY CENTER</i>		STATE <i>KS</i>	ZIP CODE <i>67432</i>
1. Have you or any owner of the promotion company ever been convicted of any offense other than minor traffic violations? If yes, attach a detailed statement.		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2. Have you or the promotion company ever been suspended or disciplined by the Kansas Athletic Commission or any other Athletic Commission? If yes, attach a detailed statement.		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
FALSE STATEMENTS MAY RESULT IN DENIAL OF LICENSE			
I certify (or declare), under penalty of perjury, that I have read the foregoing application for _____ license, and that all the answers given are my own; That all the answers are true of my own knowledge; Further, I understand and agree that any false statement of a material fact in this application will constitute grounds for revoking this license.			
APPLICANT'S SIGNATURE <i>[Signature]</i>			DATE <i>3/9/18</i>

Kansas.gov | State Phone Directory | Online Services



[Home](#) | [Help Center](#)

[Sign Out](#)

Entity: Kansas Department of Commerce, Service: Athletic Commission Event Permit - Search Results

Please navigate through the results with 'Previous' and/or 'Next' button. If you would like to conduct a new search please click 'New Search' button. Click 'Export' button to export all records matching the selection criteria. Click 'Print' button to print this record.

Record 17 of 19.

[Previous](#)

[New Search](#)

[Export All](#)

[Print This One](#)

[Next](#)

Transaction Information

Transaction date: **03/07/2018**

Order Number: **31735806**

Permit Type

Professional Boxing (\$40): **No**

Professional Kickboxing/Full Contact Karate (\$40): **No**

Professional MMA/Amateur MMA (\$40): **Yes**

Professional Wrestling (\$175): **No**

JiuJitsu, Grappling (\$175): **No**

Smoker (Sparring), Pankration (\$175): **No**

Name and Address Information

Promoter's First Name: **Matt**

Middle Initial:

Promoter's Last Name: **Ludwick**

Address: **1214 Huntress**

PO Box or Suite:

City: **Clay Center**

State: **Kansas**

Zip Code: **67432**

Contact Information

Phone: **785-269-7069**

Fax:

E-mail: **mattludwick@hotmail.com**

Event Information

Event Show Name: **Warriors of Winfield**

Place of Event: **Fairgrounds**

Street Address of Event: **1105 W 9th**
 County of Event: **Cowley**
 City of Event: **Winfield**
 State of Event: **Kansas**

Additional Event Information

Time of Event: **7:30 pm**
 Time of Weigh-ins: **7:00 pm**
 Website Address:
 Date of Event: **04/14/2018**

Matchmaker's Information

First Name:
 Last Name:
 License Number:

Payment Information

Amount: **\$40.00**

[Previous](#)

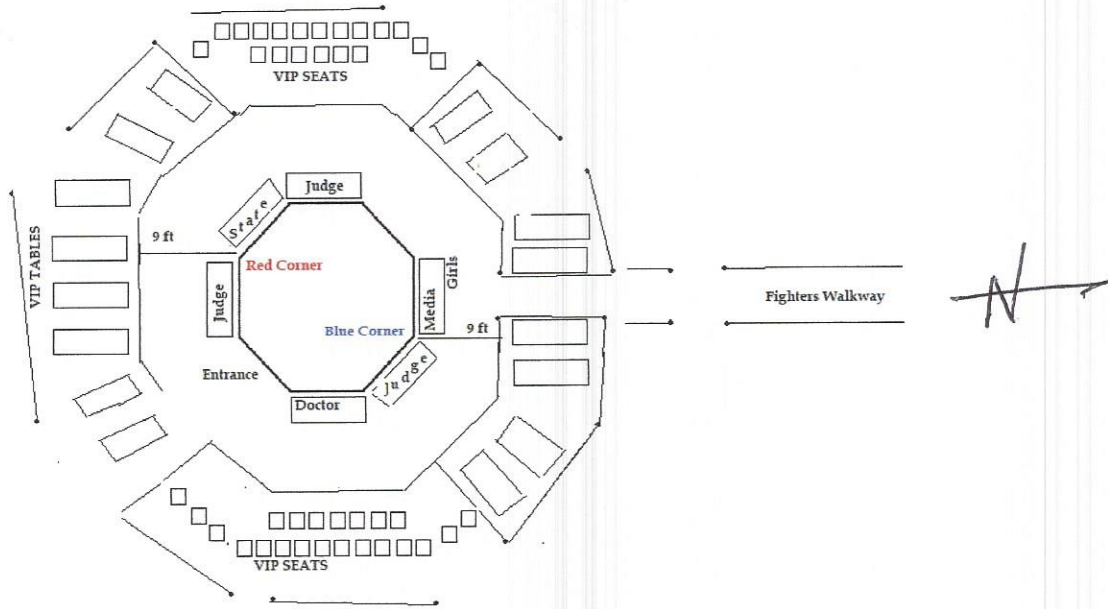
[New Search](#)

[Export All](#)

[Print This One](#)

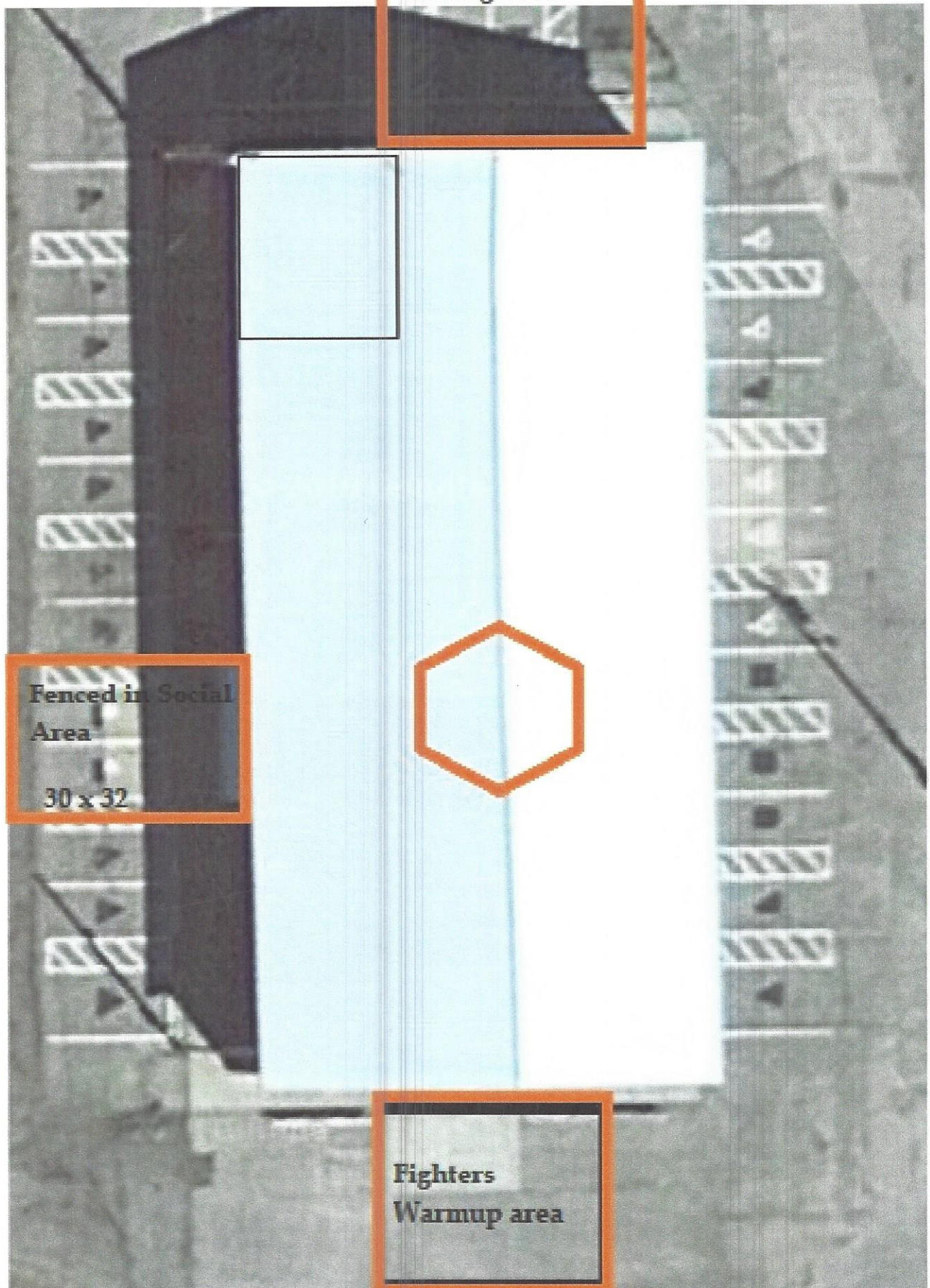
[Next](#)

© 2012 Kansas.gov | [Portal Policies](#) | [Help Center](#) | [Contact Us](#) | [About Us](#) | [Site Map](#)





Fenced In
Eating Area



Fenced in Social
Area

30 x 32

Fighters
Warmup area

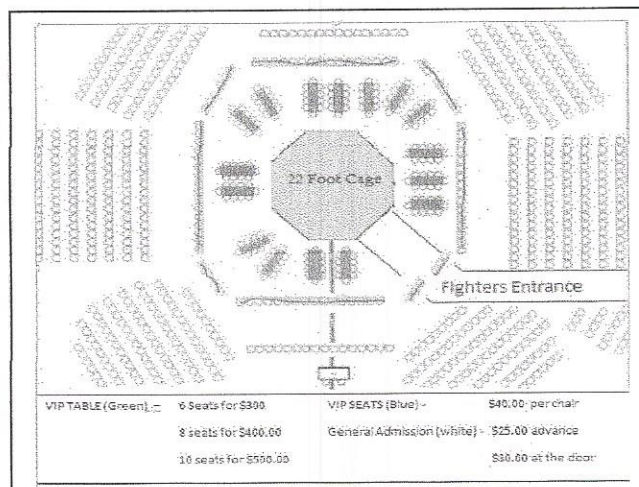
CONQUEST PROMOTIONS SPONSORSHIP PACKET FOR "WARRIORS IN WINFIELD"

SATURDAY APRIL 14, 2018



Diamond Sponsorship Packet	Gold Sponsorship Packet	Silver Sponsorship Packet	Bronze Sponsorship Packet
\$2,500.00	\$1,800.00	\$1,200.00	\$800.00
Only 2 diamond packets are available			
Logo on face off banner	10 Seat VIP table	10 Seat VIP table	10 Seat VIP table
Host of the event	Large cage Floor Logo	4 Food Vouchers	3 Food Vouchers
Blue/Red Corner converted to business name	8 Food Vouchers	Medium cage floor logo	Small cage floor logo
10 Seat VIP table	Radio Recognition	Radio Recognition	Logo for poster
10 Food Vouchers	Website Recognition	Website Recognition	Sponsor Ammy Bout
15 General Admission Tickets	Shout outs about business from announcer	Shout outs about business from announcer	Website Recognition
Free Merchandise Booth Set up	Sponsor pro or ammy bout	Sponsor pro or ammy bout	Social Media Recognition
Sponsor of the Main event	Free merchandise booth setup	Business banner hung in building	Shout outs about business from announcer
Shout outs about business from announcer	Allow business flyers at the event	Social Media Recognition	
Large cage floor logo	Social Media Recognition	Logo on event poster	
Business Banner hung in building	Business Banner hung in building	5 General Admission tickets	
Radio Recognition	Logo on event poster		
Logo on event poster	10 General Admission Tickets		
Social Media Recognition			
Website Recognition			
Allow business flyers at the event			

*Food Vouchers vary upon types of food.



ORDER TODAY!!

Type of sponsor	Details
VIP Table	Table with chairs placed near the cage.
Food Voucher	A voucher that allows free serving of food.
Business Logo on Cage Floor	Your logo on mat floor inside the cage where bout takes place.
Hang business banner in Venue	We will hang your business banner near your seat.
Merchandise Booth Display	You can set up a booth to sell your merchandise at the event.
Bout Announcements	"This next fight is brought to you by (your business, slogan)"
General Admission Tickets	Any seat in the colored area on the map that matches your ticket.
Radio Recognition	Promotion of the event will feature your business on radio.
Logo on the event Poster	Official event poster will feature your business.
Website Recognition	We will mention your business on our website.
Social Media Recognition	We will mention your business on our twitter and facebook accts.
Business flyers at the event	You can promote your business with your personal flyers at the event.

ORDER FORM

Sponsor Option	Price	Quantity	Total	Paid
Diamond Packet	\$ 2,500.00			
Gold Packet	\$1,800.00			
Silver Packet	\$1,200.00			
Bronze Packet	\$ 800.00			
VIP Table 6 Seats with 3 Food Vouchers	\$ 300.00			
VIP Table 8 Seats with 4 Food Vouchers	\$ 400.00			
VIP Table 10 Seats with 5 Food Vouchers	\$ 500.00			
Business Logo 2' x 3' Estimated	\$ 300.00			
Business Logo 4' x 2' Estimated	\$ 500.00			
Business Logo 5' x 3' Estimated	\$ 800.00			
Merchandise Booth Display One Person	\$ 100.00			
Merchandise Booth Display 2 persons	\$ 125.00			
Merchandise Booth Display 3 persons	\$ 150.00			
Professional Bout Announcement	\$ 150.00			
Amateur Bout Announcement	\$ 50.00			
Hang business banner	\$ 50.00			

TICKETS

VIP Seats (Blue) \$40.00
General Admission (White) \$25.00 advance
\$30.00 at door

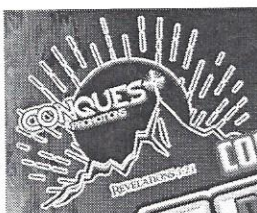
Grand Total _____

Fees are payable in cash or check and are due before posters and flyers go into print for this event!

Due date for Diamond Sponsor is **SATURDAY March 3RD, 2018.**

Due date for all other sponsors is **THURSDAY March 31ST, 2018**

For additional information contact;
Matt Ludwick 785-269-7069



CONQUEST PROMOTIONS PRESENTS

WARRIORS IN WINFIELD

DOORS OPEN @ 6:30 PM // FIGHTS START @ 7:30 PM
\$25 IN ADVANCE // \$30 @ THE DOOR

1105 W 9TH AVE WINFIELD, KS 67156
WINFIELD FAIRGROUNDS
APRIL 14, 2018

MMA // KICKBOXING // BJJ SUBMISSION SUPER FIGHTS

In Loving Memory of

T.J. Prater

PORTIONS OF THE EVENTS SALES CONTRIBUTES TO THE TJ PRATER FAMILY

ENJOY FOOD, FIGHTS, BEER, AND FUN!

Tick

Mike

4 St



KYLE BANDY OF COLBY MINGLED with fans and friends in the rotunda of The Gateway before his match in front of nearly 900 people attending the first mixed martial arts fights to be held in Oberlin.

MMA

O-Town Throw-Down draws crowd to Gateway

Fight fans got their money's worth at the mixed martial arts cage fights held for the first time at The Gateway in Oberlin on Saturday.

The fights were sponsored by the City of Oberlin as an effort to promote the city and to bring quality entertainment to northwest Kansas, and City Administrator Halley Roberson said the event was considered a huge success.

Before the doors opened, fans were lined up all the way around the building. Most had pre-purchased their tickets online, but many went through the ticket line and bought their tickets at the door.

Somewhere between 800 and 900 people attended the fights, which included a dozen match-ups with one professional fight. Pro fighter Rick Gutierrez of Colby met pro Curtis Mar of Salina

in the last match of the evening. Mar won the match in the latter part of the first round.

Ms. Roberson said she was pleased with the huge turnout and especially appreciated all the volunteers who helped run the event and the corporate sponsors.

"I can't tell you how many people came up to ask when we are going to do this again," she said, adding that she has already spoken with fight promoter Matt Ludwick of Conquest Promotions, out of Clay Center, about bringing the fights back next year. An addition to the fight bill then could be female fighters.

"Now," Ms. Roberson said, "we're getting ready for Celtic Fire on Saturday."

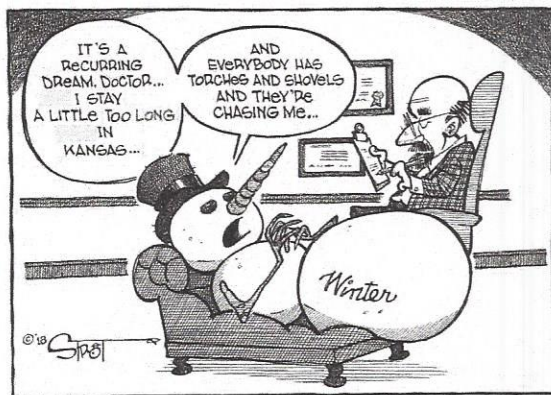


PROFESSIONAL MIXED MARTIAL ARTS cage fighter Rick Gutierrez, 135 pounds, of Colby, (right) came out ready to meet his opponent, Curtis Mar of Salina. Late in the first round, Mar had Gutierrez in a choke hold. The fight was called in favor of Mar when Gutierrez passed out. Ring doctor Jeff McKinley attended the fighter and he quickly regained consciousness.



BETWEEN 800 AND 900 PEOPLE attended the mixed martial arts cage fights Saturday night at The Gateway arena. Many had never seen cage fights, but it looked like most of those attending were avid fans. Beer and food sales were brisk.

— Story and photos by Carolyn Plotts



Fights are a new experience

Saturday night was a new experience for me. I attended the mixed martial arts fights in my hometown. I volunteered to help with the event, so I got to see it from beginning to end.

I have to admit, I kinda enjoyed it. Not sure what I was expecting. Rough and tumble fighting for sure, but perhaps I thought there would be personal stuff. Name calling, anger issues, you know the playground bully stuff. But there was none of that.

The fighters are real athletes who take their training and their sport very seriously. I was able to meet many of them and they were just nice boys who like to kick box. Many brought their wives and children. I also saw lots of parents who came out to support their sons.

The fans were great, too. Everyone just wanted to have a good time. Lots of laughter and camaraderie. Many were asking when the next fight would be. Maybe next year.

Daylight Saving Time has come and gone, but not without incident. I had been out late the night before (see above) and all I wanted to do was sleep in. Which I did. A little.

It was a few minutes after 8 a.m. when I got up. And we were watch-



Out Back

By Carolyn Sue Kelley-Plotts
cplotts65@gmail.com

If you look hard, you can see signs of spring. Trees are budding, tulips are pushing through and daffodils are already up. Grass is even green- ing a little.

This is the time of year that all country folk get "itchy fingers." The men want to get in the field; the women want to get into the garden or flower

beds. I am really going to try to do a better job with my flowers than I did last year. That should be heard, since I didn't do much last year.

My daughter planted about two dozen red tulips at her house. I'm anxious to see if they come up.

My other daughter bought a little piece of land on the outskirts of our town and she wants to raise alfalfa. But because she lives in Texas, this will be farming by remote control.

I hate to tell on Jim, but having grown up on a farm, he has always wanted to do some farming. He is almost giddy with the thought of using his tractor, discs, harrows, a spring tooth, planters and all those other big-boy toys farmers use. This little bit of ground should satisfy that urge.

We'll see if he still thinks it's fun when it comes time to bale hay.

Firm helps build state, city

Friday, I had the pleasure of joining Spirit Aircystems in Wichita to celebrate the 10,000th 737 fuselage delivery.

In attendance for the celebration were Sen. Jerry Moran, Rep. Roger Marshall and Rep. Ron Estes. Also present were eight employees and one employee watching from Oklahoma who helped build the first 737 in 1966 and was a part of building the 10,000th 737 fuselage.

Last year, Spirit announced a plan to invest \$1 billion in Wichita and add 1,000 new jobs to increase production to keep up with demand.

HB2477: Last week, we had a hearing in the Agriculture and Natural Resources committee on a bill that will increase fees for pet animal breeder inspections.

Breeders are in agreement that fees need to be increased so inspections can be timely completed. However, the Humane Society of the United States was able to get an amendment on the House floor requiring forbidding notification of breeders prior to an inspection.

This amendment allows the society to get its foot in the door in Kansas and will direct the Department of Agriculture to carry out inspections without notification. The department testified that this will increase their cost of doing inspections because showing up



Letter from Topeka

By State Sen. Rick Billinger
rick.billinger@senate.ks.gov

unannounced may cause a return visit when the owner/operator is not present to let the inspector into the facility.

In Financial Institutions, Insurance, Pensions and Benefits, we had a confirmation hearing for an open board position on the Kansas Public Employees Retirement System board. Gov. Jeff Colyer has recommended for appointment James Zakoura.

Our committee accepted the appointment and has recommended it to the full Senate.

On Thursday, the Senate voted 22-16 on Concurrent Resolution 1611, which would call for a convention of states to propose amendments to the Constitution of the United States that would impose term limits and a balanced budget on the federal government. This required a two-thirds vote and fell short.

On Wednesday, the Senate Com-

mittee of Ethics, Elections and Local Government held a hearing on HB 2539 which deals with qualifications for candidates seeking statewide offices.

The bill would list a minimum age requirement to run for governor, lieutenant governor, attorney general, secretary of state, state treasurer and insurance commissioner. Currently, there is no minimum, so any current resident of Kansas is eligible to run. It was noted that a "qualified elector" should be at least 18 years of age.

Sen. Rick Billinger, a Goodland Republican, represents the 40th District in the Kansas Senate. Reach him at State Capitol Building, 300 SW 10th St., Room 236E, Topeka, Kan., 66612, phone (785) 296-7399 (office) or (785) 899-4700 (mobile), or email rick.billinger@senate.ks.gov.

Administrator says thanks to all

To the Editor:
Shout Out!
The MMA fights were fantastic! It was great to see The Gateway full of people having fun and so many people in from out of town.

I hope people are encouraged by the success of this event and ready for more. Working with Conquest Promotions was a great experience, and they plan to come back.

Again, this community has blown me away with how hard people work, and generosity of the volunteers. The Gateway Strategic Doing group stepped-up big time. Employees from the City Crew delivered big time! Thank you for all your extra hard work (but I will still see you in the office Monday morning).

Decatur Health and the emergency medical technicians were so helpful, professional and simply on-top-of-everything. Dr. Jeff McKinley volunteered to be the on-site doctor for the event and did a wonderful job; thank you. Physician assistant Richard Akromis helped out on

Letter to the Editor

the Strategic Doing volunteer duties, and filled in with other medical issues that came up while Dr. McKinley was ringside. You both were amazing; we literally could not have had the fights without the help and cooperation of Decatur Health.

The sponsors, what can I say about the sponsors, the businesses and groups that saw the potential of this event before it happened and then made it happen.

Scott Precision Aerial, Chamber of Commerce, The Oberlin Herald, Decatur County Bcof, the Oberlin Convention and Visitors Bureau, RAS Aerial Application, Cobblestone Inn and Suites, the Oberlin Inn, Ron's Tire Service and Crossroads Express.

With everything we had to do for this event, figuring out all the extra logistics of the concessions was going to be a challenge; thank you, Ron Fowler, for all you did and jumping

in and making it happen. Now that I have regained about 80 percent of the feeling in my legs, we are ready to do it again! Celtic Fire is next, and we can't wait. If you haven't got your tickets yet, you are going to want to for sure.

The VIP package is going to be a once-in-a-life-time opportunity to meet all the performers, have dinner with Michael Londra at the LandMark Inn and enjoy the VIP lounge. There are a few of these packages left, and if you have a ticket but would like to upgrade to VIP, that is possible, too.

Driving around town Saturday, I saw more activity and more people in businesses. This is why we want to bring successful events to town. The goal is to drive more business to our businesses. I hope everyone had a great time.

Halley Roberson,
Oberlin city administrator

* Candidate visits Oberlin

(Continued from Page 1A)

Sunflower Recreation complex. He talked with her, Hospital Administrator Kris Mathews and representatives of The Oberlin Herald.

While Gov. Jeff Colyer, who also is running for the Republican nomination, says KanCare, the state's privatized version of Medicaid, is "working great," Dr. Barnett said, everyone knows that's not true.

"We have seen a lot of harm because KanCare is not working," he said.

But that's not all: "The next governor is going to have to restore functioning government to the state," he said.

The state has been reckless, he said, spending more than it has coming in year after year, and cutting budgets for highways and schools, adding that he doesn't pretend to be smart enough to solve all the state's problems.

"I have a lot of answers," he said, "because I've listened to the people of Kansas."

Agriculture and livestock raising are huge in the state, he added, and the economy won't be healthy unless those industries thrive. However, the state needs economic development from businesses and industries moving here as well.

"We got way behind on that during their 'tax experiment,'" he said.

Public schools are vital, Dr. Barnett said, but we can't run them well when facing constant court battles over school funding.

"We want to get out of court and stay out of court," he said, adding that he thinks that would be easier if the state removes the so-called Rose standards, or capacities, written in 1980, from state law and creates its own definition of success for students.

"The Rose capacities are not measurable," he said. "They're not pertinent. We need to replace those with pertinent and measurable standards."

He added that he thought the Legis-



GUBERNATORIAL CANDIDATE Jim Barnett visited with Dorothy Moore at the Golden Age Center last Wednesday as he and his family visited Oberlin and other towns in the northwest corner of the state. — Herald staff photo by Cynthia Haynes

lature gave the state's case in the latest school lawsuit away when, in 2014, it wrote the Rose standards into state law.

"That, to me, is how we stay out of court," he said.

What would he do as governor to help Oberlin and northwest Kansas? Mr. Barnett said he'd push for better roads by restoring funding to the highway program, for better schools and for stronger rural hospitals.

"We need business and education to work together," he said. "We have over 48,000 open jobs in Kansas."

He said he fears the next governor may serve only one term, since he will have to make a lot of tough decisions, "unless we elect a governor who will work with the Legislature."

He said he grew up near Reading, northeast of Emporia in east central Kansas, while his wife grew up in Americus, on the edge of the Flint Hills northwest of Emporia.

His campaign theme is "One Kansas," Mr. Barnett said, adding: "We will never solve a problem by fighting each other."

* County enacts burn on burning

(Continued from Page 1A)

Commissioner Stan McEvoy said, "Welcome to northwest Kansas."

A property owned by Monte Moore about five miles south and a mile and a half east of Oberlin had a fire near a trash pit on March 3.

"I thought we're done having problems at the Moore's trash pit," he said. "It broke out again this morning, so I took a load of water and dumped it."

Chief Cathcart asked commissioners to buy a \$136,608 quick attack truck with compartments on both sides and an extended cab for the Jennings Fire Department from the Weis Fire and Safety Equipment Company in Salina.

They went over the fire department budget from this year. The

department started the year with \$267,940 in its budget for 2018, and \$4,886 has been spent. It had \$174,675 in its special equipment fund. The truck will be paid for out of the regular fund.

The commissioners approved a motion to get the truck and signed the contract, noting that it'll take 180 days for it to arrive.

In July, the county bought a similar truck for the Oberlin Rural Fire Department.

In other business, the commissioners:

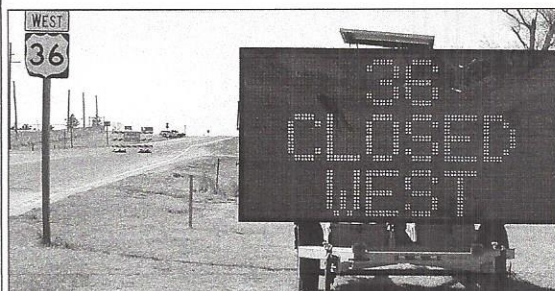
• Heard from Road and Bridge Supervisor Seth Lohofener who said they closed the landfill due to the high winds the previous week. He asked permission to buy diesel fuel for the off-road equipment. He said he won't know the

cost until they receive bids, because the price changes daily.

Mr. Lohofener also requested \$912 for hoses for four mower tractors. Both requests were approved.

• Heard from County Clerk Nora Urban that she had heard from the secretary of state's office regarding the second phase of the census, which pertains to precinct lines. She said she has given notice in writing to them if the commissioners have any plans to change precinct lines. Otherwise, the county should write a letter stating that there are no plans to change them at this point. The commissioners agreed that there are no plans to change anything.

• Named James Spitzer to the county Fair Board. He had submitted an application.



THE KANSAS DEPARTMENT OF TRANSPORTATION closed U.S. 36 from Oberlin to Atwood due to blowing dust on Tuesday. The National Weather Service reported 55 mile per hour winds over the western and central part of Kansas. — Herald staff photo by Dayna Mannebach

* Oberlin assists McCook

(Continued from Page 1A)

Red Willow firefighters got a little help that night to watch the fire, just in case.

"We got some 13 or 15 other firefighters to cover the night shifts and watched the fire all night; my crew went home and came back later," Chief Elliott said.

He said his department was busy cleaning on Wednesday. There was just some smoke left over.

The Decatur County department was one of at least nine called in for mutual aid.

Chief Elliott said the fire started at 1:15 p.m. when the wind blew an electric line to a light on an out-building into the building, causing it to rub and eventually short out on the metal siding. Sparks ignited the grass.

The Kansas Department of Transportation had to close several highways in northwest Kansas because of the wind and blowing dust. U.S. 36 was closed most of the afternoon between Oberlin and Atwood.

K-25 south of Colby to U.S. 40 in Logan County also was closed, and

Interstate 70 was closed in at least two places, east of Hays because of a fire and because of Goodland and Colby because of dust.

U.S. 40 was closed from Oakley to Sharon Springs after the wind overturned a semi-trailer, blocking the roadway.

The closings began just before noon, and all the roads were open again by 4:30 p.m.

The National Weather Service said gusts of up to 55 mph were expected across the area.

* Irish dancing, music set for Saturday

(Continued from Page 1A)

His recording of "Danny Boy" is not regarded as "one of the best recordings in history," with over six million views on YouTube.

General admission tickets are \$25 in advance or \$30 at the door, Ms. Roberson said.

A VIP Ticket Package includes dinner with Mr. Londra at the LandMark Inn, front-row seating for

the performance, access to the VIP lounge and a meet-and-greet with the performers. For information or to buy a package, contact the city office at (785) 475-2217 or hrobertson@oberlinkansas.gov.

"Wanted to reach out to you and let you know that the Group of men and fighters made an Exceptional impression on my son Bryant and his class Franklin..... these 2 boys have been body shamed for the past 3 years (unknownst to me); Last night Franklin said, " this has been the best of my life". My son, as well, was so pumped/excited, talked non-stop about conversing with your team and the fighters, they made him feel special. Please let these Men know, fighters included, that their acts of Kindness changed the lives of 2 young teens (something so simple for us adults life altering for our youth) you have a Class Act of a Team and they truly made a difference ❤️ THANK YOU from a Grateful Mom"❤️❤️

- Shannon Addleman



[HOME](#)[EVENTS](#)[VIDEO & PICTURES](#)[785-269-7069](#) [We are open 24 hours.](#)

CONQUER YOUR FEARS,
CONQUER YOUR DEMONS,
CONQUER YOUR DREAMS

[Contact Us](#)

A FAITH-BASED PROMOTION COMPANY

PRODUCING EVENTS FOR COMBAT SPORTS

Conquest Promotions LLC is a faith-based promotion company. We strive to bring the best entertainment to your community by organizing events for combat sports such as kickboxing and mixed martial arts. Our company hosts a mixed martial arts (MMA) tournament called the "Path of Glory to Champions." We are also an advocate for anti-bullying. Our organization arranges events and invites guest speakers to help individuals overcome bullying.



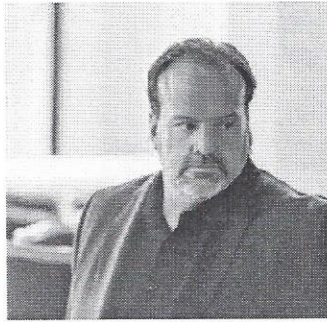
Our "Path of Glory to Champions" is our unique promotions. It is a 3-4 event tournament that takes place in the same community every 3-4 months. The event consists of 3-4 rounds depending on location or other circumstances. The first round occurs and then the semi-final and final rounds would be wrapped up throughout the year. We host the finals of the Path of Glory to Champions!

CONTACT OUR PROMOTION COMPANY

Our promotion company is committed to organizing exciting bouts that combat sports enthusiasts will surely love. Be it kickboxing or mixed martial arts, you can count on us to provide you with nothing less than spectacular fights. Give us a call to learn more about our promotion company and how we can be of service to you.

STAFF OF OUR PROMOTION COMPANY

Matt Ludwick, Owner



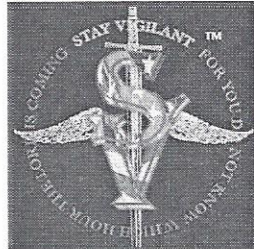
Matt Ludwick is the general manager and owner/founder of Conquest Promotions LLC. Matt was a teacher and coach for 20 years while helping with the start of several companies. After several years as a state inspector, he decided that his passion is to become a promoter. Matt is a man of strong faith, and founded Conquest Promotions LLC with the intent of non-denominational faith-based principals. His experience with over 25 years in leadership roles enhanced his skills as a promoter. Matt is also the published author of the book, "Can you hear what I hear?", which is an autobiography of overcoming life's disabilities. Matt is an advocate for people of all ages that face the everyday challenge of being bullied, hence launching the "Battle Against Bullying" campaign to help facilities throughout the nation deal with bullying issues. Matt has a Master's degree in Education with an emphasis in Kinesiology and a Bachelor's degree in Sports Management.



Tony Horne
Regional Manager

Brandon Lee
Regional Manager

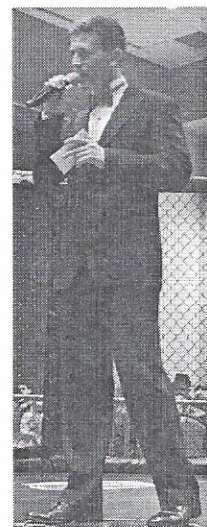
Jeremy Walker
Regional Manager



Minnie Piercy
Regional Manager

Jonathan Ludwick
Online Poster Designer

Evan Penner
Announcer



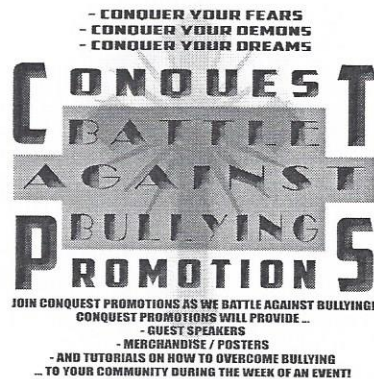
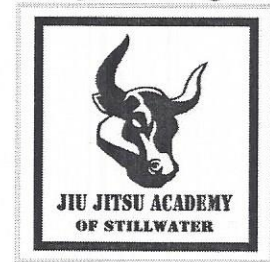
Michael Brownell
Logo Designs



Ricardo Ruiz
Tuff Talk TV Owner and Media
Officer



Edgar Escalantes
Regional Manager



ANTI-BULLYING ADVOCATES

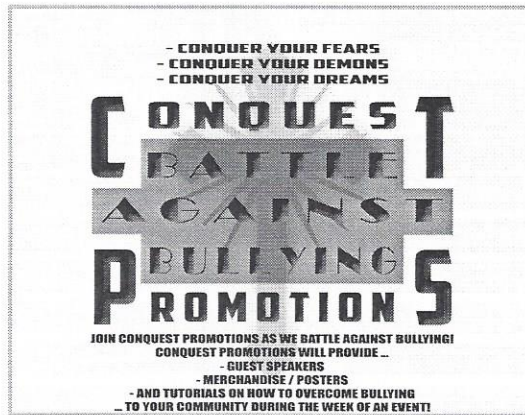
SUPPORT OUR ANTI-BULLYING CAMPAIGN

Exerting dominance by hurting someone physically or emotionally does not make you a better person than others. We at Conquest Promotions LLC are huge anti-bullying advocates. Our company condemns all acts of bullying, which is why we provide anti-bullying campaign called "Battle Against Bullying" during the week of a sporting event.

Stay tuned to updates in your community.

BE ONE OF OUR ANTI-BULLYING ADVOCATES

Get helpful tips from our guest speakers on how you can overcome bullying. We believe that collective actions can help stop physical and emotional violence. Attend the programs of our anti-bullying campaign today. If you have questions or concerns about our promotion company and the shows we organize, you can contact us via phone or email.



We are still gathering information for this page. Please check back soon to see updates about our programs against bullying. In the meantime, don't hesitate to view the other pages of our website to learn more about what we do as a promotion company and our anti-bullying advocates.

CONQUEST PROMOTIONS LLC




Matt Ludwick, Owner

Main Headquarters
Kansas
785-269-7069

Virginia Headquarters
Virginia
336-538-9649

Contact Us
matt.ludwick@conquestpromotionsllc.com

Hours of Operation
We are open 24 hours.

14 Taylor vs Hollis 	12 Humphrey vs Aronson 	11 Arnold vs Everett 
--	--	---

A RESOLUTION

APPROVING an Outdoor Community Event and Temporary Entertainment District Application (Conquest Promotions)

WHEREAS, Conquest Promotions has made application for an Outdoor Community Event and Temporary Entertainment District to host a special event, the Warriors in Winfield , April 14, 2018; and

WHEREAS, Conquest Promotions requests authorization to sell wine, beer or spirits to be served during the special event to be held in Building #4, Winfield Fairgrounds, 1105 W 9th Ave, from 6:00 pm, April 14, 2018, to 12:00 am April 15, 2018, at a site specifically identified in the Outdoor Community Event and Temporary Entertainment District Application, attached and made a part hereof; and

WHEREAS, in Section 6-120 of Article IV of Section 6 of the Code of the City of Winfield, Kansas, "Temporary Entertainment District" means a defined area, which includes City streets, alleys, parking lots and public sidewalks on which the City Commission has authorized the sale, possession or consumption of alcoholic liquor or cereal malt beverage for a specified period of time, during a community event which has been properly permitted under Chapter 8 of this Code; and

WHEREAS, Conquest Promotions is required to maintain a Temporary State and Local alcohol permit through The Bar and Grill LLC, 1014 Main, Winfield KS, for the sale of wine, beer or spirits to be sold during the special event to be held in Building #4, Winfield Fairgrounds, 1105 W 9th Ave, from 6:00 pm April 14, 2018 to 12:00 am April 15, 2018, at a site specifically identified in the Outdoor Community Event and Temporary Entertainment District Application.

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 approves the Outdoor Community Event and Temporary Entertainment District Application as requested by the Conquest Promotions and acknowledges the sale of wine, beer or spirits to be sold through The Bar and Grill LLC, 1014 Main, Winfield KS, during the special event to be held in Building #4, Winfield Fairgrounds, 1105 W 9th Ave, from 6:00 pm April 14, 2018, to 12:00 am, April 15, 2018, at a site specifically identified in the Outdoor Community Event and Temporary Entertainment District Application a copy of which is attached hereto and made a part hereof.

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

ADOPTED this 2nd day of April, 2018.
(SEAL)

Gregory N Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action:_____
Jeremy Willmoth, City Manager



Request for Commission Action

Date: 3/27/18

Requestor: Patrick Steward

Action Requested:

Purchase of Street Sweeper

Analysis:

The Street Department solicited proposals from three manufacturers of street sweepers. We received 2 proposals. One from Armor Equipment for a Tymco Sweeper and the other from Key Equipment for an Elgin Sweeper. The unique nature of the equipment and their systems make it difficult to write specifications that provide for comparable equipment. Therefore, the proposals allow the manufacturer to provide their best product at the most affordable price for something that they feel meets our needs.

Comparing the two proposals both on an International Chassis:

Armor Equipment: 2018 Tymco 600 BAH Air-Regen Sweeper - \$209,632

Key Equipment: 2018 Elgin Crosswind - \$239,995

Staff has been able to use demo models of the equipment in order to evaluate the systems. They found that the Tymco is a dual engine system that does not have a dump bed for unloading. While the Elgin system is a single engine system that provides a dump bed for quick and efficient off-loading. Additionally, the dumping system for the Tymco did not work well when utilized for leaves which is a large portion of our street system needs.

Due to the efficiency of use, the single engine system (which reduces maintenance costs) and the successful history we've had with the Elgin sweepers, staff is recommending that the commission approve the purchase of the Elgin Sweeper at the price of \$239,995.

Fiscal Impact:

The budgeted cost of the sweeper was \$255,000. The recommended equipment is within that estimate.

Attachments:



Request for Commission Action

Date: March 27, 2018

Requestor: Brenda Peters

Action Requested: Commission approval of a resolution to establish an account in the name of the City of Winfield for the purpose of transmission of funds for possible investments with the State of Kansas Municipal Investment Pool.

Analysis: The City regularly invests excess funds to receive interest on such funds. This action will expand the options of investment to include the State of Kansas Municipal Investment Pool.

Fiscal Impact: Possibility of an increase in interest income.

Attachments: State of Kansas Municipal Investment Pool Resolution. This item will be located under Other Business on the April 2, 2018 agenda.

**STATE OF KANSAS
MUNICIPAL INVESTMENT POOL**

Resolution

WHEREAS, the undersigned is a municipality (the "Depositor"), as defined in K.S.A. 12-1675, as amended, and from time to time has funds on hand in excess of current needs, and

WHEREAS, it is the best interest of the Depositor and its inhabitants to invest funds in investments that yield a favorable rate of return while providing the necessary liquidity and protection of the principal; and

WHEREAS, the Pooled Money Investment Board (the "PMIB"), operates the Municipal Investment Pool (MIP), a public funds investment pool, pursuant to Chapter 254 of the *1996 Session Laws of Kansas*, and amendments thereto

NOW THEREFORE, be it resolved as follows:

1. The municipality designated below approves the establishment of an account in its name in the MIP for the purpose of transmitting funds for investment, subject to the MIP Participation Policy adopted by the Pooled Money Investment Board, and municipality acknowledges it has received a current copy of such Participation Policy. The Depositor's taxpayer identification number assigned by the Internal Revenue Service is _____.

2. The following individuals, whose signatures appear directly below, are officers or employees of the Depositor and are each hereby authorized to transfer funds for investment in the MIP and are each authorized to withdraw funds, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of funds:

Name (print or type)	Name (print or type)	
Signature	Signature	
Title	Title	
Name (print or type)	Name (print or type)	
Signature	Signature	
Title	Title	
3. Depositor Contact:		
Name (print or type)	Email	
Title	Phone	
Street Address	Fax	
City	State Alabama	ZIP

4. This Resolution and its authorization shall continue in full force and effect until amended or revoked by the Depositor and until the PMIB receives a copy of any such amendment or revocation, the PMIB is entitled to rely on same.

This resolution is hereby introduced and adopted by the Depositor at its regular/special meeting held on _____ (date).

Municipality Name (print or type)

Name (print or type)

Signature

Title

Date

Attest:

Name (print or type)

Signature

Title

Date

Note: Original signatures are required.



Request for Commission Action

Date: March 27, 2018

Requestor: Gary Mangus, Assistant to the City Manager

A handwritten signature in dark ink, appearing to read "G Mangus".

Action Requested: 4/2/18 Commission agenda-Other Business: Consider 41' Service Bucket Truck Quote

Analysis: The Electric Distribution and Fleet Services staff solicited quotes from 4 factory dealers on February 23, 2018, for a new 41' Service Bucket Truck. One response was received March 22, 2018, from Altec Industries.

Fiscal Impact: Altec's unit extended price was \$163,017.00 less \$25,000 trade-in for a 2008 TEREX HR37 = \$138,017.00 plus \$5,000 Contingency = \$143,017.00

Electric Distribution's 2018 vehicle/equipment budget included \$260,000. The budget balance, if this unit is approved, will be directed toward the purchase a 1ton cab/chassis and 3-yard dump bed.

Attachments: Altec quote and brochure cover



City of Winfield REQUEST FOR QUOTES

This form must be used to submit quotes

THIS IS NOT AN ORDER

PLEASE QUOTE YOUR DELIVERED PRICES TO THE CITY OF WINFIELD ON ITEMS LISTED BELOW. CONSULT ATTACHED TERMS AND CONDITIONS AND SPECIFICATIONS FOR REQUIREMENTS.

ALTEC INDUSTRIES, INC
Firm Name

1550 AERIAL AVE 919-528-8088
Address Telephone

CREEDMOOR, NC 27596
City, State, Zip

RETURN TO:

THE CITY OF WINFIELD - City Clerk
200 E. Ninth - PO Box 646
Winfield, KS 67156

PRIOR TO 2:00 P.M.

DATE: March 22, 2018

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1)	1 each	New 41' One Man Articulating Telescopic Aerial Bucket Truck, sub frame, body and other equipment mounted on a truck cab and chassis as specified by City of Winfield.	163,017.00	163,017.00
2)	1 each	LESS TRADE-IN OPTION: 2008 GMC C5500 4 X 4 w/TEREX HR37 Date Quote Expires: May 08, 2018	-25,000	-25,000
			Sub-total:	\$138,017.00
			Contingency fund:	5,000.00
			TOTAL	\$143,017.00

THIS FORM MUST BE SIGNED

Lori Woods e-signature Lori Woods
Signature

Technical Sales Representative
Title

lori.woods@altec.com
Email

Billing Terms: Net 30

Delivery ARO: 300-330 days

AT37/41/48 M/P



FOR NEW EQUIPMENT SALES, CALL
800.958.2555
TO SPEAK WITH AN ALTEC REPRESENTATIVE
or visit us online at altec.com

 **Altec**
TELESCOPIC ARTICULATING
AERIAL DEVICE