

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, June 04, 2018
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDERMayor Gregory N. Thompson

ROLL CALL.....City Clerk, Brenda Peters

MINUTES OF PRECEDING MEETING.....Monday, May 21, 2018

PUBLIC HEARING

-Consider potential conflict of Kansas Community Development Block Grant (CDBG).

BUSINESS FROM THE FLOOR

- Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 1852 – An Ordinance – Authorizing the Mayor and City Clerk of the City of Winfield, Kansas, to execute a Quit Claim Deed between the City of Winfield, Kansas, and Bliss Development, LLC, regarding the transfer of real property in Stonebrook Addition, Winfield, Kansas.

Bill No. 1853 – A Resolution - Authorizing and directing the Mayor and the City Clerk of the City of Winfield, Kansas to execute a contract for Country Club Villas for Street and Drainage Improvements, 18-TD832, between the City of Winfield, Kansas and Kansas Paving.

Bill No. 1854 – 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. (611 E 14th Ave)

Bill No. 1855 – A Resolution – Authorizing and providing for improvements included in the Multi-Year Capital Improvement Plan for the City of Winfield, Kansas; and providing for the payment of the costs thereof.

Bill No. 1856 – A Resolution – Authorizing the offering for sale of General Obligation Bonds, Series 2018-A, and General Obligation Temporary Notes, Series 2018-1, of the City of Winfield, Kansas.

Bill No. 1857 - A Resolution – of the City of Winfield, Kansas Authorizing a tax-exempt Lease Purchase Agreement and a Taxable Supplemental Lease Purchase Agreement by the William Newton Memorial Hospital to provide funds to pay the costs of acquiring, constructing and installing building and related improvements, fixtures, equipment and furnishings and support facilities on the real property for use as a Public Hospital and certain costs of issuance, and authorizing and approving certain actions in connection therewith.

OTHER BUSINESS

-Consider Board Appointments
-Consider 25 Yard Rear Load Refuse Packer Body and Low Entry Cab/Chassis Quote
-Consider CMB License for Boss Hogs Bar B Q, Jennifer Segree, 314 W 8th Ave
-Executive Session to discuss matters deemed confidential under the attorney client relationship

ADJOURNMENT

-Next Commission work session 4:00 p.m. Thursday, June 14, 2018.
-Next regular meeting 5:30 p.m. Monday, June 18, 2018.

*****DRAFT COPY*****

CITY COMMISSION MEETING MINUTES

Winfield, Kansas

May 21, 2018

The Board of City Commissioners met in regular session, Monday, May 21, 2018 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Gregory N. Thompson presiding. Commissioner Phillip R. Jarvis was 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 John Adams, Environmental Inspector.

City Clerk Peters called roll. Commissioner Hutto was noted as absent.

Commissioner Jarvis moved that the minutes of the May 7, 2018 meeting be approved. Mayor Thompson seconded the motion. With both Commissioners voting aye, motion carried.

Commissioner Jarvis moved that the minutes of the May 17, 2018 Special Meeting be approved. Mayor Thompson seconded the motion. With both Commissioners voting aye, motion carried.

BUSINESS FROM THE FLOOR

Bill Madrigal, 209 Minnesota St, appeared to inquire about permits and discuss nuisance properties.

NEW BUSINESS

Bill No. 1850 – A Resolution – Setting forth findings that the structure, a house, located on a tract of land legally described as follows: *A house and detached garage on a tract of land in the 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, is unsafe and/or dangerous and ordering said structure to be repaired or removed in sixty (60) days. Environmental Inspector Adams explains that this resolution sets forth findings that the house located at 915 E. 14th Avenue is in disrepair and needs to be removed. Adams explains that the property owner wishes to remove personal effects from the property, but did not have the means to have the property repaired or removed. Upon motion by Commissioner Jarvis, seconded by Mayor Thompson, both Commissioners voting aye, Bill No. 1850 was adopted and numbered Resolution No. 4018.

Bill No. 1851 – A Resolution – Accepting and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in Section 34, Township 32 South, Range 4 East of the 6th P.M., City of Winfield, Cowley County, Kansas. Assistant to the City Manager Mangus explains that this resolution accepts an easement granted by Davis & Dennett LLC for the purpose of the installation of a lighting project along the Broadway Sports Complex hike bike path. Upon motion by Commissioner Jarvis,

seconded by Mayor Thompson, both Commissioners voting aye, Bill No. 1851 was adopted and numbered Resolution No. 4118.

OTHER BUSINESS

- Consider appointment to the Winfield Housing Authority. City Clerk Peters presented a possible appointment of Linda Chase to the Winfield Housing Authority for Commission consideration. Commissioner Jarvis made a motion to appoint Linda Chase to the Winfield Housing Authority. Mayor Thompson seconded the motion. With both Commissioners voting aye, motion carried.

- Commissioner Jarvis made a motion that the Commission recess into Executive Session for consultation with the City Attorney and the City Manager which would be deemed privileged in the attorney-client relationship pursuant to the consultation with the City Attorney matter exception, K.S.A. 75-4319 (b)(2). Motion was seconded by Mayor Thompson. With both Commissioners voting aye, motion carried. Regular Session reconvened at 6:00 p.m.

ADJOURNMENT

Upon motion by Commissioner Jarvis, seconded by Mayor Thompson, both Commissioners voting aye, the meeting adjourned at 6:01 p.m.

Signed and sealed this 31st day of May 2018.

Signed and approved this 4th day of June 2018.

Brenda Peters, City Clerk

Gregory N. Thompson, Mayor



Request for Commission Action

Date: May 29, 2018

Requestor: Gary Mangus, Assistant to the City Manager

A handwritten signature in dark ink, appearing to be "GM", is written next to the name Gary Mangus.

Action Requested: 6/4/18 Commission agenda-Public Hearing: Consider potential conflict of Kansas Department of Commerce Policy, as it pertains to eligible recipients of Kansas Community Development Block Grant (CDBG) program funds.

Analysis: A City of Winfield employee, Rod Haney, Building Official, owns a rental house within the eligible target area City of Winfield's 2017 Kansas Community Development Block Grant and has applied for CDBG rehabilitation and could potentially receive funds from the program.

The conflict of interest provisions of the Policy apply to any person who is an employee, elected or appointed official, agent, consultant, officer, or any immediate family member or business partner of the above, of the recipient, or of any designated public agencies, or sub recipients which are receiving funds from the Kansas Community Development Block Grant program.

Exception from the policy may be considered if the City publicly discloses the conflict, records the disclosure in the official minutes; and it is the City Attorney's opinion that the exception would not violate State or Local law.

Mr. Haney's participation in the CDBG activities is to ensure compliance with all building, fire and safety standards and regulations by on-site inspection of work performed by contractors selected through open competitive bidding by the City's grant administrator, SCKEDD. By position, Mr. Haney did not/does not participate in the decision making process with respect to CDBG housing application, housing selection, contractor bidding, or contractor selection activities. Should a waiver of exemption be granted by the State, Mr. Haney would withdraw from his function as Building Official for inspections and approval of work performed on improvements made to his property.

Fiscal Impact:

Attachments: Kansas Department of Commerce Conflict of Interest Policy

Gary Mangus

From: Gloria McDowell <GMcDowell@sckedd.org>
Sent: Thursday, May 24, 2018 11:33 AM
To: Gary Mangus
Subject: FW: Public Hearing Notice
Attachments: Conflict Notice Paper Ad.doc

FYI

From: Gloria McDowell
Sent: Thursday, May 24, 2018 11:03 AM
To: 'legal@ctnewsonline.com' <legal@ctnewsonline.com>
Subject: Public Hearing Notice

Arty,
See attached public hearing notice to be ran in your Saturday May 26th 2018 edition. Please bill the City of Winfield attention Garry Mangus also please mail an affidavit of publication to SCKEDD name and address below.
Thanks

Gloria McDowell | Grants Team Lead
South Central Kansas Economic Development District, Inc.
9730 E. 50th Street N. | Bel Aire, KS 67226
P: (316) 262-7035 | O: (316) 440-3962
<http://www.sckedd.org/>



Our Mission is to enhance and improve the economic vitality, community infrastructure,
and housing quality within our region.

The information contained in this message may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer.

NOTICE OF PUBLIC HEARING

The Governing Body of the City of Winfield will consider a potential conflict of Kansas Department of Commerce Policy, as it pertains to eligible recipients of Kansas Community Development Block Grant(CDBG) program funds, at a Public Hearing at 5:30 PM, Monday June 4, 2018, in the Community Council Room, City Hall, 200 East 9th Ave., Winfield, Kansas.

The conflict of interest provisions of the Policy apply to any person who is an employee, elected or appointed official, agent, consultant, officer, or any immediate family member or business partner of the above, of the recipient, or of any designated public agencies , or subrecipients which are receiving funds from the Kansas Community Development Block Grant program. A City of Winfield employee, who owns a rental house within the eligible target area City of Winfield's 2017 Kansas Community Development Block Grant, has applied for CDBG rehabilitation and could potentially receive funds from the program.

All oral and written comments will be recorded and become part of the City of Winfield CDBG Citizen Participation Plan.

Reasonable accommodations will be made available to persons with disabilities. Requests should be submitted to the City Clerk's office, (620)221-5500, by noon June 1, 2018.

Gary Mangus, Assistant to the City Manager

City of Winfield

Gary Mangus

From: Gloria McDowell <GMcDowell@sckedd.org>
Sent: Wednesday, May 16, 2018 10:19 AM
To: Gary Mangus
Subject: Conflict if Interest
Attachments: Conflict of Interest Policy.pdf; Conflict Notice Paper Ad.doc

Gary,

I have attached KDOC Conflict of Interest Policy which is the guidelines to obtain a waiver when you have a conflict of Interest issue. Also I put together for the newspaper an Conflict of Interest Notice. Please let me know if the notice is good with you so I can get it ran in the paper. I choose June 4th since next week would be too soon. As you can read in the KDOC Conflict of Interest Policy there are three steps to this. Running the notice in the paper and holding a public hearing covers step one. Recording of the disclosure in the official minutes at the public meeting cover two. The third item will need to be done by an attorney stating no state or local law has been violated.

Thanks

Gloria McDowell | Grants Team Lead

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Kansas Department of Commerce Conflict of Interest Policy

The State of Kansas agreed, when it accepted the CDBG program in 1983, to abide by 24 CFR 570.611 of the Federal regulations (conflict of interest) for the program. The Kansas Department of Commerce developed a conflict of interest policy on April 22, 1994, relating to housing. This policy has been broadened to cover all areas of participation in all programs funded by CDBG monies. In an attempt to clarify this issue for the State's program, the State has adopted, as of July 1, 1996, the following position on conflict of interest, incorporating the April 22, 1994, policy and extending the policy further to address other areas as provided in 24 CFR 570.611.

Standard of Conduct Involving Conflict of Interest

- I. Persons Covered: The conflict of interest provisions of this policy shall apply to any person who is an employee, elected or appointed official, agent, consultant, officer, or any immediate family member or business partner of the above, of the recipient, or of any designated public agencies, or subrecipients which are receiving funds from the Kansas Community Development Block Grant program.
- II. Applicability:
 - A. In the area of procurement of supplies, equipment, construction, and services by recipients, subrecipients, or designated public agencies, the conflict of interest provisions in Public Law 103-355 or 2 CFR Part 200, as applicable, shall apply.
 - B. In all cases not governed by PL 103-355, the provisions of this policy shall apply. Such cases include the acquisition and disposition of real property and the provisions of assistance by the recipient or subrecipients to individuals, businesses and other private entities in the form of grants, loans, or other assistance through eligible activities of the program which authorize assistance.
- III. Conflicts Prohibited: Except for approved eligible administrative or personnel cost, no persons described in I. above who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under the State program or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. For the State CDBG Economic Development program, the above restrictions shall apply to all activities that are a part of the funding approval for all projects, and shall cover any such interest or benefit during, or at any time after, such person's tenure.
 - A. An exception may be considered only after the grant applicant has provided the following:
 1. A disclosure of the nature of the conflict accompanied by an assurance that there has been a public disclosure of the conflict and a description of how the public disclosure was made;

Conflict of Interest Policy
Page 2

2. A recording of the disclosure in the official minutes of the governing body of the grantee; and
 3. An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.
- B. In determining whether to grant an exception, after the above three items have been received, the State shall consider the following factors, where applicable:
1. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;
 2. Whether an opportunity was provided for open competitive bidding or negotiation;
 3. Whether the person affected is a member of a group or class of low- or moderate- income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 4. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
 5. Whether the interest or benefit was present before the affected person was in a position as described in Section III;
 6. Whether undue hardship will result either to the recipient or the person affected when weighted against the public interest served by avoiding the prohibited conflict; and
 7. Any other relevant considerations.

If after all considerations, determination is made to grant an exception, the State shall issue a waiver noting such exception and the conditions and the basis for the issuance of same.

It is the policy of the CDBG program that no waiver will be issued concerning benefit to the chief elected official or governing body members of the grantee, except in dire circumstances affecting performance.

Gary Mangus

From: Gloria McDowell <GMcDowell@sckedd.org>
Sent: Wednesday, April 25, 2018 9:57 AM
To: Gary Mangus
Subject: Rodney Haney

Gary,

I have an application from Sarah Haney renter and Rodney Haney landlord. I think we need to talk about this since Rodney is the code inspector it may be a conflict of interest. I will ask KDOC if they feel it is or not. I will let you know what they say and take it from there if need be.

Thanks

Gloria McDowell | Grants Team Lead

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A RESOLUTION

AUTHORIZING the Mayor and City Clerk of the City of Winfield, Kansas, to execute a Quit Claim Deed between the City of Winfield, Kansas, and Bliss Development, LLC, regarding the transfer of real property in Stonebrook Addition, Winfield, Kansas.

WHEREAS, the City of Winfield and Bliss Development LLC entered into an agreement regarding the development of the property now platted as Stonebrook Addition, Winfield, Kansas; and,

WHEREAS, the conditions of the transfer of property are set forth in said development agreement,

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 Kansas Quit Claim Deed to Bliss Development, LLC for the real estate described as follows:

Lots 1-3, Block 1 and Lots 15-17, Block 1, Stonebrook Addition, Winfield,
Cowley County, Kansas.

A copy of which is attached hereto and made a part hereof.

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

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

ADOPTED this 4th day of June 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



Request for Commission Action

Date: 5/29/18

Requestor: Patrick Steward, Director of Public Improvements

Action Requested:

Consider Quit Claim deed for Lots 1-3 and 15-17, Stonebrook Addition.

Analysis:

As discussed at the last work session, the next step in the development of Stonebrook Addition would be the transfer of property to the developer for the lots within the first phase. The conditions of the transfer, payment, and use of the property are established in the development agreement.

Fiscal Impact:

As established in the development agreement, the developer will pay \$1,000 per dwelling unit for the lots upon issuance of a certificate of occupancy for a duplex on each parcel. Therefore, once constructed, the developer would pay \$12,000 for the six lots within this phase.

Attachments: Resolution

A RESOLUTION

AUTHORIZING and directing the Mayor and the City Clerk of the City of Winfield, Kansas to execute a contract for Country Club Villas for Street and Drainage Improvements, 18-TD832, between the City of Winfield, Kansas and Kansas Paving.

WHEREAS, proposals for the street and drainage improvements were negotiated by the petitioner; and,

WHEREAS, Kansas Paving submitted an acceptable proposal that is within the engineer's estimate,

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 two hundred six thousand two hundred sixty eight dollars and seventy nine cents (\$206,268.79) for Street and Drainage Improvements 18-TD832; between the City of Winfield, Kansas and Kansas Paving, a copy of which is attached hereto and made a part hereof the same 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 4th day of June, 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

AGREEMENT

THIS AGREEMENT is dated as of the 3 day of May in the year 2018 by and between **THE CITY OF WINFIELD** (hereinafter called OWNER) and Conspec Inc DBA Kansas Paving (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall furnish all work as specified or indicated in the Contract Documents. The Work to be furnished is generally described as follows:

**COUNTRY CLUB VILLAS, WINFIELD, KANSAS
STREET and STORM SEWER IMPROVEMENTS**

Article 2. ENGINEER

The work has been prepared by **Young & Associates, PA, 100 S. Georgie, Derby, KS 67037.**

Article 3. CONTRACT TIME

- 3.1 The WORK is to be substantially completed within **45** calendar days from the date when the contract time commences to run and completed and ready for final payment in accordance with Paragraph 14.13 of the general conditions.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed by the deadline and ready for acceptance by the OWNER within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize that the timely performance of services by other parties involved in OWNER'S project are materially dependent upon CONTRACTOR'S specific compliance with the requirements of Paragraph 3.1. Further, they recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental and any other losses or damages) suffered by OWNER if complete acceptable Work is not completed on time. Accordingly, and instead of requiring proof of such losses or damages, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER TWO HUNDRED DOLLARS (\$200.00) for each day that expires after the time specified in Paragraph 3.1 for completion of acceptable Work.

Article 4. CONTRACT PRICE

\$193,789.79 plus Attached Email 7-18-16 \$12,479.00
total Contract \$206,268.79

- 4.1 OWNER will pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

Contractor's Unit Price Bid as attached.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for payment in accordance with Article 14 of the General Conditions, Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments. OWNER will make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 10th day of each month during construction as provided below. All progress payments will be on the basis of the Work measured in place by the schedule of values established in Paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed). Progress payments will be made in the amount of ninety (90) percent of the value of the completed work. The remaining ten (10) percent will be withheld from each payment until the project is completed, upon which the final payment of 100 percent will be paid if the project is completed and accepted by the City.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, OWNER will pay the reminder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.13.

Article 6. INTEREST

All moneys not paid when as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has studied carefully all physical conditions which are identified on the plans.

- 7.3 CONTRACTOR has the responsibility to satisfy himself as to any explorations, subsurface tests, reports, or investigations of the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 7.4 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (Pages 00500-1 through 00500-6 inclusive)
- 8.2 Exhibits to this Agreement.
- 8.3 Performance Bond, Payment Bond, and Statutory Bond, consisting of **6** pages.
- 8.4 General Conditions, consisting of **58** pages.
- 8.5 Special Conditions, consisting of **2** pages.
- 8.6 Specification bearing the title **SPECIFICATIONS FOR COUNTRY CLUB VILLAS, WINFIELD, KANSAS - STREET and STORM SEWER IMPROVEMENTS**
- 8.7 Drawings, consisting of sheets numbered **1 through 11** inclusive, bearing the following titles:
- | | |
|----------|--------------------------------------------------------------------|
| Sheet 1 | Title Sheet |
| Sheet 2 | Final Plat – Country Club Villas |
| Sheet 3 | Four-Corner Lot Grading Plan |
| Sheet 4 | Key Map and General Notes |
| Sheet 5 | Pavement Grading Plan |
| Sheet 6 | Typical Pavement Section |
| Sheet 7 | Long Ct. Plan and Profile |
| Sheet 8 | Storm Sewer Line No. 1 and 2 Plan & Profile |
| Sheet 9 | KDOT Type 22 Precast Inlets |
| Sheet 10 | Erosion Control Plan |
| Sheet 11 | Reinforced Silt Fence Ditch Checks, and Silt Fence Barrier Details |
- 8.8 Addenda numbers (TO , inclusive).
- 8.9 CONTRACTOR'S Bid (pages 00300-1 to 00300-7, inclusive).

- 8.10 Documentation submitted by CONTRACTOR prior to Notice of Award (pages N/A to N/A, inclusive).
- 8.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendment and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraphs 3.4 and 3.5 of the General Conditions
- 8.12 The documents listed in Paragraphs 8.2 above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraphs 3.4 and 3.5 of the General Conditions.

Article 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meaning indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenant, agreements, and obligations contained in the Contract Documents.

Article 10. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER, and ENGINEER on their behalf.

This Agreement will be effective on May 3rd, 2018.

OWNER: THE CITY OF WINFIELD, KANSAS

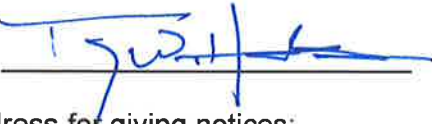
By: _____
Mayor

ATTEST: _____
City Clerk

Address for giving notices:

200 E. 9th AVE.
WINFIELD, KS 67156

CONTRACTOR: Conspec, Inc DBA Kansas Paving

By: 

ATTEST: 

Address for giving notices:

4880 N Broadway
Park City, KS 67219

Patrick Steward

From: Mahlon Alexander [alexanderhomeelements@gmail.com]
Sent: Friday, July 08, 2016 6:28 PM
To: Warren Porter; Patrick Steward
Subject: Fwd: Kansas Paving - Club Villas, Winfield

Warren,
See below from Kansas Paving...

----- Forwarded message -----

From: "Gregg Fuson" <gregg@kansaspaving.com>
Date: Jul 8, 2016 6:06 PM
Subject: Kansas Paving - Club Villas, Winfield
To: <alexanderhomeelements@gmail.com>
Cc: "Terry Hacker" <terry@kansaspaving.com>

Mahlon,

On behalf of the principle owners of Kansas Paving and myself, we appreciate the opportunity to assist you in the development of the Country Club Villas, Winfield, KS. Per our conversation(s), it is unfortunate that an unanticipated extended start date now requires a review of potential fuel and material cost increases.

I have consulted with the owners of Kansas Paving. Our goal is to provide you the finest quality work at a competitive cost. We respectfully submit the following as an additional provision to our original bid of \$193,789 dollars dated 25 March 2016.

- A \$12, 479.00 add to our original bid for potential fuel and material price increases which may exceed our original bid costs.
- Kansas Paving will absorb fuel and material cost increases that exceed the additional \$12,479 plus base bid costs.
- There will be no price increase(s) above the 25 March 2016 original bid if Kansas Paving's fuel and material costs are not increased.

This proposal is predicated upon a potential start date of October or November 2016 with weather permitting.

I look forward to your response.

Regards,

Gregg Fuson

Estimator, Kansas Paving

Office – (316) 832-0828

BID FORM

PROJECT IDENTIFICATION: **COUNTRY CLUB VILLAS, CITY OF WINFIELD, KS -
STREET AND STORM SEWER IMPROVEMENTS**

This Bid is submitted to:

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledge):

DATE

NUMBER

NO Addenda Received

- b. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - c. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Special Conditions as provided in paragraph 4.2 of the General

Conditions, and accepts the determination set forth in the Special Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

- d. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraphs 4.2.1. and 4.2.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
 - e. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Document with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3.1 of the General Conditions.
 - f. BIDDER has correlated the results of such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - g. BIDDER has given ENGINEER written notice of all conflict, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
 - h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. BIDDER agrees to perform all Work described in the contract documents for the following unit prices or lump sum.

Item	Approx.	Item	Unit
------	---------	------	------

No.	Quant.	Unit	Description (written in words)	Price (Written in figures)	Amount
1.	2,153	S.Y.	5" A.C. Pavement (w/3" Bit. Base) for Fifty-five thousand <u>Six hundred thirty three</u> dollars and <u>52</u> cents per square yard.	25.84 <u>25.84</u>	\$ 55,633.52 <u>\$ 55,633.52</u>
2.	2,677	S.Y.	Crushed Rock Subgrade for Twenty-nine thousand <u>forty five</u> dollars and <u>45</u> cents per square yard.	10.85 <u>10.85</u>	\$ 29,045.45 <u>\$ 29,045.45</u>
3.	1,345	L.F.	2'-6" Combined Roll Type Curb & Gutter for Twenty-one thousand <u>four hundred seventy nine</u> dollars and <u>65</u> cents per linear foot.	15.97 <u>15.97</u>	\$ 21,479.65 <u>\$ 21,479.65</u>
4.	1	L.S.	Earthwork for Forty thousand <u>six hundred ninety nine</u> dollars and <u>10</u> cents per lump sum.	\$ 40,699.10 <u>\$ 40,699.10</u>	\$ 40,699.10 <u>\$ 40,699.10</u>
5.	75	L.F.	24" RCP Storm Sewer for Seven thousand <u>two hundred fifty</u> dollars and <u>25</u> cents per linear foot.	\$ 96.67 <u>\$ 96.67</u>	\$ 7,250.25 <u>\$ 7,250.25</u>
6.	3	Ea	24" RCP End-Sections for Three thousand <u>one hundred seventy</u> dollars and <u>43</u> cents per each.	\$ 1,056.81 <u>\$ 1,056.81</u>	\$ 3,170.43 <u>\$ 3,170.43</u>
7.	38	L.F.	4' Concrete Flume for Three thousand <u>one hundred nine</u> dollars and <u>54</u> cents per linear foot.	\$ 81.83 <u>\$ 81.83</u>	\$ 3,109.54 <u>\$ 3,109.54</u>
8.	1	Ea	KDOT Type 22 Inlets (L = 10', W = 5')		

for Eight Thousand \$ 8,745.73 \$ 8,745.73
Seven hundred forty-five
dollars and 73
cents per each.

9. 155 S.Y. Light Stone Rip-Rap
for Twelve thousand \$ 79.52 \$ 12,325.60
Three hundred twenty-five
dollars and 60
cents per square yard.

10. 1 L.S. Erosion Control BMP's
for Nine thousand \$ 9220.91 \$ 9220.91
Two hundred twenty
dollars and 91
cents per lump sum.

11. 1 L.S. Site Clearing and
Restoration
for Three thousand \$ 3109.61 \$ 3109.61
one hundred nine
dollars and 61
cents per lump sum.

TOTAL BID \$ 193,789.79
(written in figures)

Quantities are not guaranteed. Final payment will be based on actual quantities.

5. Bidder agrees that the work will be substantially complete and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the dates or within the number of calendar days indicated in the agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. The following are attached to and made a condition of this Bid:

- Required Bid Security in the form of Bid BOND
- A tabulation of Subcontractors, suppliers and other persons and organizations required to be identified in this Bid.
- Required BIDDER'S Qualification Statement with supporting data.
- (Add other documents as pertinent).

7. Communications concerning this Bid shall be addressed:

GREGG FUSON (316) 832-0828
gregg@kansaspaaving.com

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on 25 March, 2016

IF BIDDER IS:

An INDIVIDUAL

BY _____ (SEAL)
(Individual's Name)

doing business as _____
Business address: _____

Phone No. _____

A PARTNERSHIP

By _____ (Seal)
(Firm Name)

(General Partner)

Business address: _____

Phone No. _____

A CORPORATION

By Conspec Inc., DBA Kansas PAUING
(Corporation Name)

TERRY HACKER
(Name of person authorized to sign)

VICE-President
(Title)

ATTEST: Meggy Tison
(Secretary)

Business address: 4880 N. BROADWAY, WICHITA, KS
67204

Phone No.: (316) 832-0828

A JOINT VENTURE

BY: _____
(Name)

(Address)

BY: _____
(Name)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

9. BIDDERS QUALIFICATIONS AND SUBCONTRACTING

To evaluate the BIDDERS qualifications for acceptance on this project, the OWNER requires the following:

a. Previous Experience (Projects of similar construction detail). List five (5) projects.

1. CITY OF WICHITA
2. CITY OF NEWTON
3. CITY OF PARK CITY
4. CITY OF HAYSVILLE
5. CITY OF DERBY

b. List of all Subcontractors to be used on this Project.

Name	Type of Work
<u>NONE</u>	

List of all D.B.E. subcontractors to be used on this project.

Name	Type of Work	Amount (\$)
<u>NONE</u>		

This report is an integral part of the proposal and must be submitted with Bid.

Date: 25th March, 2015

By: [Signature]

Title: 25th March 2016 Vice President



Employers Mutual
Casualty Company

717 Mulberry St., Des Moines, IA 50309-3872

COPY

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Conspec, Inc. DBA Kansas Paving
P.O. Box 4204, Wichita, KS, 67204-0204

as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under
the laws of the State of Iowa and authorized to do business in the State of Kansas

_____, as Surety, are held and firmly bound unto the
City of Winfield, Kansas

as obligee, in the sum of Five percent (5%) of the amount of the bid

DOLLARS, lawful money of the United
States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety
bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and
severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:
Country Club Villas

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and
enter into a contract with the Obligee in accordance with the terms of such proposal or bid and award and shall give
bond for the faithful performance thereof, with the EMPLOYERS MUTUAL CASUALTY COMPANY as Surety or
with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the
Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond,
then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated this 25th day of March, 20 2016

Conspec, Inc. DBA Kansas Paving

Principal

By: _____

Employers Mutual Casualty Company

Surety

By: Sally Ann Voldrich

Sally Ann Voldrich

Attorney-in-Fact



Questions regarding this bond should be directed to the EMC H.O. Bond Department at 515-345-2689.

**CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT**

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation

5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

MARY M. MITCHELL, MARCIA D. BOOS, JAMES M. NEWHOUSE, COLLEEN R. NOLL, ADDIE L. SACKS, BETH ARVIDSON, JEANIE JOHNSON, PHYLLIS R. JORDAN, GAYLE D. KRISTEK, MONICA A. LANG, SALLY ANN VOLDRICH, CAROL M. VANLEEUEWEN

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Ten Million Dollars.....\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2018 unless sooner revoked.**AUTHORITY FOR POWER OF ATTORNEY**

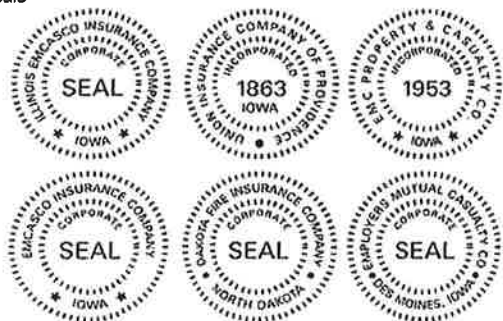
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

13th day of MAY, 2015.

Seals



Bruce G. Kelley
Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7

Michael Freil
Michael Freil
Assistant Vice President

On this 13th day of MAY AD 2015 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freil, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freil, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires October 10, 2016.

Kathy Lynn Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies and this Power of Attorney issued pursuant thereto on MAY 13, 2015 on behalf of
MARY M. MITCHELL, MARCIA D. BOOS, JAMES M. NEWHOUSE, COLLEEN R. NOLL, ADDIE L. SACKS, BETH ARVIDSON, JEANIE JOHNSON, PHYLLIS R. JORDAN, GAYLE D. KRISTEK, MONICA A. LANG, SALLY ANN VOLDRICH, CAROL M. VANLEEUEWEN

are true and correct and are still in full force and effect.

In Testimony Whereof, I have subscribed my name and affixed the facsimile seal of each Company this 25th day of March, 2016.



Request for Commission Action

Date: 5/29/18

Requestor: Patrick Steward

Action Requested:

Country Club Villas Street/Drainage Improvements

Analysis:

This action considers a contract with Kansas Paving for the construction of street and drainage improvements for the County Club Villas. The developer selected the contractor and the petition was based upon those costs.

Fiscal Impact:

The petition for these improvements was developed based on the estimate provided by the contractor. However, since substantial time has elapsed since the original estimate, the contract price has increased. In the petition for the improvements, there was a 1% per month inflation factor allowed that would be sufficient to cover the additional costs.

In addition, the cash for this project was part of an earlier temporary note financing that we be reimbursed by special assessment to the buildable lots.

Attachments: Contract

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 11th day of April, 2018 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: PHABMIXAY, MAY S
5 BERWICK CT
WINFIELD, KS. 67156

Occupant: Billy W. Jones
Property Address: 611 E. 14th Ave
Legal Description: Lots 4, Block 234, Loomis Second Addition to the City of Winfield, Cowley County Kansas.

Nature of Nuisance: A nuisance consisting of miscellaneous tree limbs, tires, appliances trash, and junk.

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 4th day of June, 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



Request for Commission Action

Date: May 29th

Requestor: John Adams, Code Enforcement Inspector

Action Requested: Seeking approval of 1 nuisance resolutions ordering the removal of trash and junk at 611 E. 14th Ave.

Analysis: To date no contact has been established between the city and the property owner or occupants. It appears that verbal and written notification of the nuisance violation has been unsuccessful in correcting this issue. Some minor clean-up has occurred however a large amount of trash and junk remains with little effort to complete the clean-up.

Fiscal Impact: Cost of the contractor as well a \$100.00 administrative fee will be passed on to the property owner.

Attachments: Nuisance resolution for 611 E. 14th

BILL NO. 1855

RESOLUTION NO. 4518

A RESOLUTION

AUTHORIZING AND PROVIDING FOR IMPROVEMENTS INCLUDED IN THE MULTI-YEAR CAPITAL IMPROVEMENT PLAN FOR THE CITY OF WINFIELD, KANSAS; AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.

WHEREAS, K.S.A. 14-570 *et seq.*, as amended by Charter Ordinance No. 39 (the “Act”) provides that the City Engineer of the City of Winfield, Kansas (the “City”), may file with the governing body of the City (the “Governing Body”) a master capital improvements plan (the “Plan”) for the physical development of the City within the boundaries of the City, including the acquisition of land necessary therefore, the acquisition of equipment, vehicles or other personal property to be used in relation thereto, and may provide for assumption and payment of benefit district indebtedness heretofore created for public improvements, and which Plan may require a number of years to execute; and

WHEREAS, upon approval of the Plan by the Governing Body, the City is authorized to issue its general obligation bonds in an amount sufficient to carry out such Plan and associated costs; and

WHEREAS, the City Engineer has filed such a Plan, as may be amended, with the Governing Body, a copy of which is attached as *Exhibit A*; and

WHEREAS, the Governing Body desires to ratify and approve the Plan and to authorize the issuance of general obligation bonds to finance all or a portion of such Plan.

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

Section 1. Plan Approval. The Governing Body hereby ratifies and approves the Plan, a copy of which is attached as *Exhibit A*.

Section 2. Bond Authorization. The Governing Body hereby authorizes the issuance of general obligation bonds of the City (the “Bonds”) for the following described projects included in the Plan (the “Improvements”):

<u>Description</u>	<u>Estimated Cost</u>
Water Department SCADA System	\$275,000
Water Treatment Plant Lagoon System	250,000
Street Department Street Sweeper	240,000

The costs of the Improvements, interest on interim financing and associated financing costs shall be payable from the proceeds of the Bonds issued under authority of the Act

Section 3. Reimbursement. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 4. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

ADOPTED AND APPROVED by the Governing Body of the City of Winfield, Kansas, on June 4, 2018.

(Seal)

Gregory N. Thomson, Mayor

ATTEST:

Brenda Peters, City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on June 4, 2018, as the same appears of record in my office.

DATED: June 4, 2018.

Clerk

EXHIBIT A

**CITY OF WINFIELD, KANSAS
MULTIYEAR CAPITAL IMPROVEMENTS PLAN**

<u>Project</u>	<u>Funds Needed</u>	<u>Year Funds Needed</u>	<u>Project Description</u>
Ambulance Purchase	\$ 100,000	2016	Ambulance – Winfield EMS
Baden Community Center Improvements	100,000	2016	Public Building Improvements
Technology Upgrades	100,000	2016	Digital Storage Capacity Improvements
Public Safety Facility Study	100,000	2016	Comprehensive Study for Public Safety Facility Operational Needs
2016 KLINK	125,000	2017	Street improvements and related appurtenances
12th Avenue KDOT Project	800,000	2017	Street improvements and related appurtenances
Fire Truck	750,000	2018	Fire Truck Acquisition
14th Avenue Bridge	1,678,000	2017	Bridge improvements
2017 KLINK	315,000	2017	Street improvements and related appurtenances
Public Safety Facility	7,500,000	2017 - 2019	Construction of Public Safety Facility
Acquisition of Wastewater Treatment Plant Improvements	804,434	2017 – 2018	Purchase wastewater treatment plant improvements originally financed by a 2012 lease purchase agreement
Water Department SCADA System	275,000	2018	SCADA System upgrades
Water Treatment Plant Lagoon System	250,000	2018	Construction of Lagoon
Street Department Street Sweeper	240,000	2018	Street Sweeper Acquisition

BILL NO. 1856

RESOLUTION NO. 4518

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS, SERIES 2018-A, AND GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2018-1, OF THE CITY OF WINFIELD, KANSAS.

WHEREAS, the City of Winfield, Kansas (the “Issuer”), has authorized certain public improvements described as follows (the “Bond Improvements”):

<u>Project Description</u>	<u>Ord./Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Project Amount</u> ¹
14 th Avenue Bridge	Res. 6516	14-570 <i>et seq.</i> / Ch. Ord. 39	\$205,155.52
2017 KLINK	Res. 6516	14-570 <i>et seq.</i> / Ch. Ord. 39	383,776.68
Ambulance Purchase – Winfield EMS	Res. 6815	14-570 <i>et seq.</i> / Ch. Ord. 39	106,459.03
Public Building Improvements – Baden Community Center	Res. 6815	14-570 <i>et seq.</i> / Ch. Ord. 39	106,459.03
Technology Upgrades – Digital Storage Capacity Improvements	Res. 6815	14-570 <i>et seq.</i> / Ch. Ord. 39	95,204.11
Public Safety Facility – Comprehensive Study & Initial Project Phase	Res. 6815/ Res. 1617	14-570 <i>et seq.</i> / Ch. Ord. 39	931,876.02
Street Improvements – 2016 KLINK	Res. 6815	14-570 <i>et seq.</i> / Ch. Ord. 39	265,462.81
Street Improvements – 12th Avenue KDOT Project	Res. 6815/ Res. 1617	14-570 <i>et seq.</i> / Ch. Ord. 39	1,341,307.08
14th Avenue Bridge Replacement	Res. 6516/ Res. 1617	14-570 <i>et seq.</i> / Ch. Ord. 39	1,526,312.62
Fire Truck Acquisition	Res. 6815	14-570 <i>et seq.</i> / Ch. Ord. 39	<u>774,516.11</u>
<i>Total</i>			<i>\$5,736,529.01</i>

¹ Includes financing costs

WHEREAS, the Issuer has authorized certain public improvements described as follows (the “Note Improvements,” and collectively with the Bond Improvements, the “Improvements”):

<u>Project Description</u>	<u>Ord./Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Project Amount</u> ¹
Country Club Villas & Country Club Estates – Sewer	Res. 0308/ Ord. 4063	12-6a01 <i>et seq.</i> / 12-618 <i>et seq.</i>	\$1,063,445.92
Country Club Villas – Street and Drainage	Res. 4717	12-6a01 <i>et seq.</i>	283,521.91
Country Club Villas – Water	Res. 4817	12-6a01 <i>et seq.</i>	57,080.56
Water Department SCADA System	Res. [____]18	14-570 <i>et seq.</i> / Ch. Ord. 39	280,736.07
Water Treatment Plant Lagoon System	Res. [____]18	14-570 <i>et seq.</i> / Ch. Ord. 39	255,214.61
Street Department Street Sweeper	Res. [____]18	14-570 <i>et seq.</i> / Ch. Ord. 39	<u>245,000.93</u>
<i>Total</i>			<i>\$2,185,000.00</i>

¹ Includes financing costs

WHEREAS, the Issuer desires to issue its general obligation bonds and general obligation temporary notes in order to finance the costs of the Bond Improvements and Note Improvements, respectively, and to retire, along with other available funds, the following temporary notes of the Issuer, which were issued to temporarily finance a portion of the costs of the Improvements (collectively the “Refunded Notes”):

<u>Series</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>Original Amount</u>	<u>Outstanding Amount</u>	<u>Redemption Amount</u>	<u>Redemption Date</u>
2016-3	12/19/2016	12/01/2019	\$ 525,000	\$ 525,000	\$ 525,000	08/01/2018
2017-1	09/13/2017	12/01/2018	6,305,000	6,305,000	6,305,000	08/01/2018

WHEREAS, the Issuer proposes to issue its general obligation bonds and general obligation temporary notes to pay a portion of the costs of the Improvements and to retire, along with other available funds, the Refunded Notes; and

WHEREAS, the City Commission of the Issuer (the “Governing Body”) has selected the firm of George K. Baum & Company, Kansas City, Missouri (the “Municipal Advisor”), as municipal advisor for one or more series of general obligation bonds and general obligation temporary notes of the Issuer to be issued in order to provide funds to finance the Improvements and retire the Refunded Notes; and

WHEREAS, the Issuer desires to authorize the Municipal Advisor to proceed with the offering for sale of said general obligation bonds and general obligation temporary notes and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said general obligation bonds and general obligation temporary notes; and

WHEREAS, the Issuer desires to authorize the Municipal Advisor and Gilmore & Bell, P.C., Wichita, Kansas, the Issuer’s bond counsel (“Bond Counsel”), in conjunction with the Clerk/Finance Director, to proceed with the preparation and distribution of a preliminary official statement and notices of sale and to authorize the distribution thereof and all other preliminary action necessary to sell said general obligation bonds and general obligation temporary notes.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINFIELD, KANSAS, AS FOLLOWS:

Section 1. There is hereby authorized to be offered for sale the Issuer’s General Obligation Bonds, Series 2018-A (the “Bonds”), to be described in the Notice of Bond Sale, which is hereby authorized to be prepared (the “Notice of Bond Sale”). All proposals for the purchase of the Bonds shall be delivered to the Governing Body at its meeting to be held on the sale date referenced in the Notice of Bond Sale, at which meeting the Governing Body shall review such bids and award the sale of the Bonds or reject all proposals.

There is further authorized to be offered offer for sale the Issuer’s General Obligation Temporary Notes, Series 2018-1 (the “Notes”), to be described in the Notice of Note Sale, which is hereby authorized to be prepared (the “Notice of Note Sale”). All proposals for the purchase of the Notes shall be delivered to the Governing Body at its meeting to be held on the sale date referenced in the Notice of Note Sale, at which meeting the Governing Body shall review such bids and award the sale of the Notes or reject all proposals.

Section 2. The Mayor and Clerk/Finance Director, in conjunction with the Municipal Advisor and Bond Counsel, are hereby authorized to cause to be prepared a Preliminary Official Statement relating to the Bonds and Notes (the “Preliminary Official Statement”), and such officials and other representatives

of the Issuer are hereby authorized to use such document in connection with the sale of the Bonds and the Notes.

Section 3. The Clerk/Finance Director, in conjunction with the Municipal Advisor and Bond Counsel, is hereby authorized and directed to give notice of said sales by publishing a summary of the Notice of Bond Sale not less than 6 days before the date of the bond sale in a newspaper of general circulation in Cowley County, Kansas, and the ***Kansas Register***, and by distributing copies of the Notice of Bond Sale, Notice of Note Sale and Preliminary Official Statement to prospective purchasers of the Bonds and the Notes. Separate proposals for the purchase of the Bonds and the Notes shall be submitted upon the terms and conditions set forth in the respective Notice of Bond Sale and Notice of Note Sale, and awarded or rejected in the manner set forth in such notices.

Section 4. For the purpose of enabling the purchasers of the Bonds and the Notes (collectively the “Purchaser”) to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”), the Mayor and Clerk/Finance Director are hereby authorized: (a) to approve the form of the Preliminary Official Statement and to execute the “Certificate Deeming Preliminary Official Statement Final” in substantially the form attached hereto as ***Exhibit A*** as approval of the Preliminary Official Statement, such official’s signature thereon being conclusive evidence of such official’s and the Issuer’s approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to the Municipal Securities Rulemaking Board; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

Section 5. The Issuer agrees to provide to the Purchaser within seven business days of the sale date or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 6. The Mayor, City Manager, Clerk/Finance Director and the other officers and representatives of the Issuer, the Municipal Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to: (a) carry out the sale of the Bonds and the Notes; and (b) make provision for payment and/or redemption of the Refunded Notes from proceeds of the Bonds and the Notes, and from other available funds.

Section 7. The Mayor and Clerk/Finance Director are hereby authorized and directed to execute the engagement letter related to services to be provided by the Municipal Advisor, in substantially the form attached hereto as ***Exhibit B***.

Section 8. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

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ADOPTED by the City Commission on June 4, 2018.

(SEAL)

ATTEST:

Mayor

Clerk

EXHIBIT A

**CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL**

_____, 2018

Re: City of Winfield, Kansas, General Obligation Bonds, Series 2018-A and General
Obligation Temporary Notes, Series 2018-1

The undersigned are the duly acting Mayor and Clerk/Finance Director of the City of Winfield, Kansas (the "Issuer"), and are authorized to deliver this Certificate to the purchasers (collectively the "Purchaser") of the above-referenced bonds (the "Bonds") and notes (the "Notes") on behalf of the Issuer. The Issuer has previously caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the Bonds and Notes.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Bonds and Notes depending on such matters.

CITY OF WINFIELD, KANSAS

By: _____
Title: Mayor

By: _____
Title: Clerk/Finance Director

EXHIBIT B

**FIDUCIARY ENGAGEMENT AGREEMENT
FOR
MUNICIPAL ADVISORY SERVICES**

This Fiduciary Engagement Agreement for Municipal Advisory Services (“Agreement”) is made this ____ day of _____, 2018, by and between the City of Winfield, Kansas (“Issuer”), and George K. Baum & Company, located at 4801 Main Street, Kansas City, Missouri 64112 (“GKB”).

PURPOSE: The Issuer has identified a specific need to a.) refinance its outstanding General Obligation Temporary Notes, Series 2016-3, and General Obligation Temporary Notes, Series 2017-1, and b.) provide initial funding for acquisition of a water plant SCADA system, construction of a new water lagoon and acquisition of a new street sweeper (the refinancing and new funding needs are jointly referred to as the “Project”) which may result in the issuance of bonds, notes, refunding bonds and the use of other financial instruments (the “Transaction”). The Issuer deems it in its best interest to engage and retain GKB, an independent registered municipal advisor firm, to provide certain municipal advisory services to the Issuer for or related to the Transaction, including but not limited to the preparation of supporting data, bond market information and assistance in obtaining bond ratings.

CONSIDERATION: Consideration for this Agreement includes the services, compensation, and mutual exchange of promises of the parties specified herein.

SPECIFIC PROVISIONS: The provisions of the above “Purpose” section are material and binding terms of this Agreement.

1. **GKB’s Obligations, Scope of Services and Limitations on Scope of Services.** GKB shall provide the Issuer with the following municipal advisory services for or related to the Transaction, including the analysis of the cost and benefits relative to financing the Project (collectively, the “Scope of Services”), subject to the limitations set forth herein:
 - A. Will work with the Issuer, and others as directed by the Issuer, concerning the legal and financial issues associated with the Transaction.
 - B. Will attend all meetings and be available to the Issuer, and its other agents, for consultation and conference at times and places mutually agreed upon.
 - C. Will assist in the preparation of a credit presentation for bond rating agencies and bond insurance companies, if any.
 - D. Will assist in the collection of information and the preparation of the documents necessary to accomplish the Transaction including any related contracts, agreements or other documents related to offering securities either for purchase or sale, all of which shall be appropriately executed and satisfactory to the Issuer.

- E. Will assist in the gathering of financial, statistical or factual information relating to (i) the Issuer, and (ii) GKB and its role as Issuer's municipal advisor, to be included in the Issuer's preliminary or final official statement or other documents for the Transaction.
- F. If the Transaction involves the issuance of municipal securities to be sold on a competitive bid basis and Issuer has not engaged disclosure counsel to prepare the preliminary and final official statement, GKB will assist the Issuer with its preparation of the preliminary and final official statement and the bid package, obtain CUSIP numbers and provide an electronic version of the official statement to the winning underwriter.
- G. Will advise Issuer with regard to any continuing disclosure undertaking required to be entered into in connection with the Transaction, including advising on the selection of a dissemination agent, if any.
- H. For a competitive bid sale, GKB will assist Issuer in collecting and analyzing bids submitted by underwriters and in connection with Issuer's selection of a winning bidder.
- I. For a negotiated sale, GKB will assist Issuer in the selection of underwriter(s).
- J. Will arrange for closing and delivery of any bonds.
- K. Will provide such other usual and customary financial advisory services for or related to the Transaction as may be requested by Issuer.
- L. Municipal Securities Rulemaking Board ("MSRB") Rule G-42 requires that GKB, when acting as Issuer's municipal advisor, make a reasonable inquiry as to the facts that are relevant to Issuer's determination whether to proceed with a course of action, or that form the basis for any advice (recommendations) provided by GKB to Issuer regarding any municipal financial product or the issuance of municipal securities. Rule G-42 also requires that GKB undertake a reasonable investigation to determine that it is not basing any such advice (recommendation) on materially inaccurate or incomplete information. GKB is also required under Rule G-42 to use reasonable diligence to know the essential facts about Issuer and the authority of each person acting on Issuer's behalf.
- M. MSRB Rule G-42 requires that GKB provide Issuer with disclosures of (i) material conflicts of interest, and (ii) of information regarding certain legal events and disciplinary history. Those disclosures are provided in GKB's Municipal Advisory Disclosure Statement delivered to Issuer prior to or together with this Agreement.
- N. It is expressly understood and agreed that, under this Agreement, GKB is acting as a municipal advisor and fiduciary to the Issuer for or related to the Transaction. GKB retains the right to be engaged by the Issuer on other transactions in a capacity other than as a municipal advisor or fiduciary.
- O. It is expressly understood and agreed that the Scope of Services is limited solely to the services described in this Agreement.
- P. Unless otherwise provided in the Scope of Services described above, GKB is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or

completeness of any preliminary or final official statement, other than with respect to any information about GKB, in its role as Issuer's municipal advisor, provided by GKB for inclusion in such documents.

- Q. It is expressly understood and agreed that the Scope of Services does not include tax, legal, accounting or engineering advice with respect to the Transaction or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.
 - R. The Scope of Services may be changed only by written amendment or supplement to this Agreement. The parties agree to promptly amend or supplement the Scope of Services described above to reflect any material changes or additions to the Scope of Services.
2. **Issuer's Obligations.** The Issuer's obligations shall include the following, subject to the limitations set forth herein:
- A. Retain GKB as its municipal advisor for and related to the Transaction.
 - B. Cooperate with GKB in the proper development of the Transaction and provide all pertinent information needed to allow GKB to (i) fulfill its duties under Rule G-42, (ii) provide the Issuer with informed advice, and (iii) support the desired Transactions on behalf of the Issuer.
 - C. To the extent Issuer seeks to have GKB provide advice with regard to any recommendation made to Issuer by a third party other than an underwriter for the Transaction, including but not limited to any underwriter for the Transaction, Issuer agrees that it will provide GKB with written direction to do so, as well as any information Issuer has received from such third party relating to its recommendation.
 - D. Issuer agrees to observe and comply with the limitations on GKB's Scope of Services described above.
 - E. Will retain a nationally recognized firm of bond attorneys and utilize the services of the Issuer's attorney.
 - F. Will pay for all costs of legal advice, printed matter, advertising, bond ratings, bond insurance premium, required audits and other professional services.
 - G. Reimburse GKB for all reasonable costs and expenses incurred by GKB that are related to the Transaction, including reasonable travel expenses to meet with the rating agencies, if any.
 - F. Pay GKB an advisory fee of 0.40% of the principal amount of Transaction securities at the time of the completion of the Transaction.
3. **Term.** The term of this Agreement shall commence on the date indicated above and shall expire on the completion of the Transaction, except as terminated earlier pursuant to the provisions below.

4. **Termination.** The Issuer, at its sole discretion, may terminate this Agreement at any time by providing a written notice of termination to GKB. At the termination of this Agreement, the Issuer shall reimburse GKB such reasonable costs and expenses incurred to the date of such termination, which payment shall be in full satisfaction of all claims against the Issuer under this Agreement.
5. **Additional Transactions.** During the Term of this Agreement, if the Issuer decides to consider or pursue other or additional financing, either for the Project or for other separate projects the Issuer identifies from time-to-time ("Additional Transactions"), the Issuer may engage GKB to act as its investment banker to provide financial advisory, or municipal advisory, or underwriting or placement agent services for any of those Additional Transactions. In that event, the parties will execute separate written engagement agreements for each of any such Additional Transactions. Until such a separate additional agreement is in place, the parties understand and agree that GKB will not provide any advice or recommendations to the Issuer regarding any such Additional Transactions.
6. **Authority.** Each of the undersigned representatives of the respective parties represents and warrants that he or she has full legal authority to execute this Agreement on behalf of that respective party. In addition, the Issuer further represents and warrants that unless the Issuer provides written notice to GKB to the contrary, any officer of the Issuer has the authority (i) to act on behalf of the Issuer, (ii) to request or direct on behalf of the Issuer that GKB take or refrain from taking certain actions within the Scope of Services under this Agreement, and (iii) to sign any documents on behalf of the Issuer.
7. **Execution.** This Agreement may be executed in multiple counterparts and together such counterparts will be deemed an original.

IN WITNESS WHEREOF, the parties here have executed this Agreement the day and year first above written.

AGREED TO AND ACCEPTED:

GEORGE K. BAUM & COMPANY

By: _____

Printed Name: _____

Title: _____

CITY OF WINFIELD, KANSAS

By: _____

Printed Name: _____

Title: _____

RESOLUTION NO. 4618

**RESOLUTION OF THE CITY OF WINFIELD, KANSAS
AUTHORIZING A TAX-EXEMPT LEASE PURCHASE
AGREEMENT AND A TAXABLE SUPPLEMENTAL LEASE
PURCHASE AGREEMENT BY THE WILLIAM NEWTON
MEMORIAL HOSPITAL TO PROVIDE FUNDS TO PAY THE
COSTS OF ACQUIRING, CONSTRUCTING AND INSTALLING
BUILDING AND RELATED IMPROVEMENTS, FIXTURES,
EQUIPMENT AND FURNISHINGS AND SUPPORT FACILITIES
ON THE REAL PROPERTY FOR USE AS A PUBLIC HOSPITAL
AND CERTAIN COSTS OF ISSUANCE, AND AUTHORIZING AND
APPROVING CERTAIN ACTIONS IN CONNECTION
THEREWITH.**

WHEREAS, the City of Winfield, Kansas (the “City”) is a municipal corporation duly organized and existing under the laws of the State of Kansas with full and lawful power and authority under Article 12, Section 5 of the Kansas Constitution, K.S.A. 12-101 *et seq.* and K.S.A. 10-1101 *et seq.*, as amended, to enter into leases or lease-purchase agreements with any person, firm or corporation for hospital facilities; and

WHEREAS, the William Newton Memorial Hospital (the “Hospital”) is a legally constituted public hospital organized and existing under the laws of the State of Kansas, including K.S.A. 12-1615, and the laws and ordinances of the City (jointly, the “Act”); and

WHEREAS, pursuant to the Act, the Hospital may enter into lease and lease-purchase agreements with any person, firm or corporation for such hospital facilities; and

WHEREAS, the City and the Hospital desire the Hospital to enter a Lease Purchase Agreement, for the aggregate principal amount of not to exceed \$2,300,000 (the “Lease”) by and between the Hospital, as lessee, and RCB Bank, Winfield, Kansas, as lessor (“RCB”), to pay (i) a portion of the costs of acquiring, constructing and installing building and related improvements, fixtures, equipment and furnishings and support facilities on the real property for use as public hospital and (ii) certain costs of issuance of the Lease; and

WHEREAS, concurrently with the delivery of the Lease, or shortly thereafter, the City and the Hospital desire the Hospital to enter into a Supplemental Lease Purchase Agreement, for the aggregate principal amount of not to exceed \$6,851,987 (the “Supplemental Lease”), by and between the Hospital, as lessee, and RCB, as lessor, to pay (i) the remaining portion of the costs of acquiring, constructing and installing building and related improvements, fixtures, equipment and furnishings and support facilities on the real property for use as public hospital and (ii) certain costs of issuance of the Supplemental Lease; and

WHEREAS, pursuant to the Supplemental Lease and at such future date as determined therein, the City and the Hospital may desire to reissue the Supplemental Lease as a “qualified tax-exempt obligation” under section 265(b)(3) of the Internal Revenue Code (the “Code”); and

WHEREAS, the City finds and determines that it is necessary and desirable in connection with entering into the Lease and the Supplemental Lease and the other purposes described herein that the City execute and deliver certain additional documents and that the City take certain other actions as herein provided;

NOW, THEREFORE, BE IT RESOLDED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS AS FOLLOWS:

Section 1. Authorization of the Lease. The City authorizes the Hospital to enter into the Lease, the interest component of which is to be excludable from gross income for federal income tax purposes, in order to provide funds to pay (i) a portion of the costs of acquiring, constructing and installing building and related improvements, fixtures, equipment and furnishings and support facilities on the real property for use as public hospital and (ii) certain costs of issuance of the Lease.

Section 2. Designation of the Lease as Qualified Tax-Exempt. The City and the Hospital hereby designate the Lease, when delivered, as a “qualified tax-exempt obligation” under section 265(b)(3) of the Code.

Section 3. Authorization of the Supplemental Lease. The City authorizes the Hospital to enter into the Supplemental Lease, the interest component of which is to be initially included in gross income for federal income tax purposes, in order to provide funds to pay (i) the remaining portion of the costs of acquiring, constructing and installing building and related improvements, fixtures, equipment and furnishings and support facilities on the real property for use as public hospital and (ii) certain costs of issuance of the Supplemental Lease.

Section 4. Authorization of the Conversion and Reissuance of the Supplemental Lease. The City authorizes the Hospital and RCB to reissue the Supplemental Lease as a tax-exempt obligation and will designate the Supplemental Lease as a “qualified tax-exempt obligation” under section 265(b)(3) of the Code, at such future date as determined in the Supplemental Lease, when the City reasonably anticipates the amount of tax-exempt obligations (other than governmental bonds and private activity bonds which are not “qualified 501(c)(3) bonds”), issued or to be issued, by the City or on behalf of the City (including by the Hospital) during that calendar year, is not reasonably expected to exceed \$10,000,000.

Section 5. Further Authority. In connection with the Lease and the Supplemental Lease, and thereafter during the time the Lease and Supplemental Lease remain outstanding, the City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute such other documents, certificates and instruments, including, without limitation, any purchase contract, security agreement, arbitrage certificate, notices, including any conditional redemption notices, closing certificates and tax forms, certificates and other documents evidencing approval of the Lease and the Supplemental Lease, and for purposes of any other federal tax law requirements, each as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 6. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

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ADOPTED by the Governing Body of the City of Winfield, Kansas this 4th day of June, 2018.

(Seal)

Mayor – Gregory N. Thompson

Attest:

City Clerk – Brenda Peters



Request for Commission Action

Date: May 31, 2018

Requestor: Brenda Peters

Action Requested: Consideration of various Board Appointments

Analysis: The Clerk's Department notified all board members with terms expiring in 2018 to see how many were still interested in serving. Below is the appointment information to be considered on June 4, 2018

Board of Zoning Appeals
Willie Tuttle

Building Trades Board
Mark Eastman
Brian Mayfield

City Planning Commission
Mona Mozingo
Don Williams

Convention & Tourism Committee
Peter Bhakta
Tara Duncan

Library Board
Gloria Ulbrich
Gary Brewer

Park Board
Claire Graham
Dan Tapia
Max Thompson

Senior Citizen's Advisory Board
Linda Chase
Dean Kennedy



Request for Commission Action

**Wm Newton Memorial Hospital Board
Joan Cales**

Fiscal Impact: None

Attachments: None



Request for Commission Action

Date: May 29, 2018

Requestor: Gary Mangus, Assistant to the City Manager

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

Action Requested: 6/4/18 Commission agenda-Other Business: Consider 25 Yard Rear Load Refuse Packer Body and Low Entry Cab/Chassis Quote

Analysis: The City solicited quotes from three Rear Load Packer Body manufacturers April 25, 2018 for a 25yd rear load packer body on a Crane Carrier low-entry cab/chassis. Quotes were opened May 16, 2018. The City received one No-Bid, one No-Response, and the attached from Elliott Equipment Co.

Fiscal Impact: Elliot Equipment Company quoted a new Crane Carrier LET2-40 cab/chassis with a New Way Cobra Magnum packer body. The quote also included trade-in of \$59,000 for a 2014 International cab/chassis with 11 yd packer body. Net to the City of \$185,176. FY'2018 Refuse Budget appropriated \$225,000 for new unit.

Staff Recommendation: Accept the quote for Elliot Equipment Co.

Attachments: Elliot Equipment Co Quote

WINFIELD



KANSAS

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.

RETURN TO:

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

PRIOR TO 2:00 P.M.**DATE: May 16, 2018**

Firm Name

Elliott Equipment Company

Address

14001 Botts Rd.

Telephone

816-761-4840

City, State, Zip

Grandview, MO 64030

Fax

816-761-4844

Email

Kevinh@elliottequipco.com

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	1 @	NEW Refuse Low Entry Cab/Chassis w/25 YD, Rear Load Refuse Packer Body per City of Winfield Minimum Specifications. Make: Crane Carrier / New Way Model: LET2-40 / Cobra Magnum	\$244,176.00	\$244,176.00
2.		Trade in: 2014 International 7400 equipped with 11 yard MCNEILUS rear loading packer body	<\$59,000.00	<\$59,000.00

THIS FORM MUST BE SIGNED

Signature:

Title:

Branch Manager

Billing Terms:

Net 30 Days

Delivery ARO:

Approx 180 Days ARO

COBRA MAGNUM™

SERIES



COBRA
Magnum

The New Way™ Cobra Magnum™ offers a high compaction body at a lighter weight than the competition. Add in a huge 3.55 yd³ hopper and a striking 21-23 second cycle time and the Cobra Magnum™ delivers a crushing bite to anything you throw at it.



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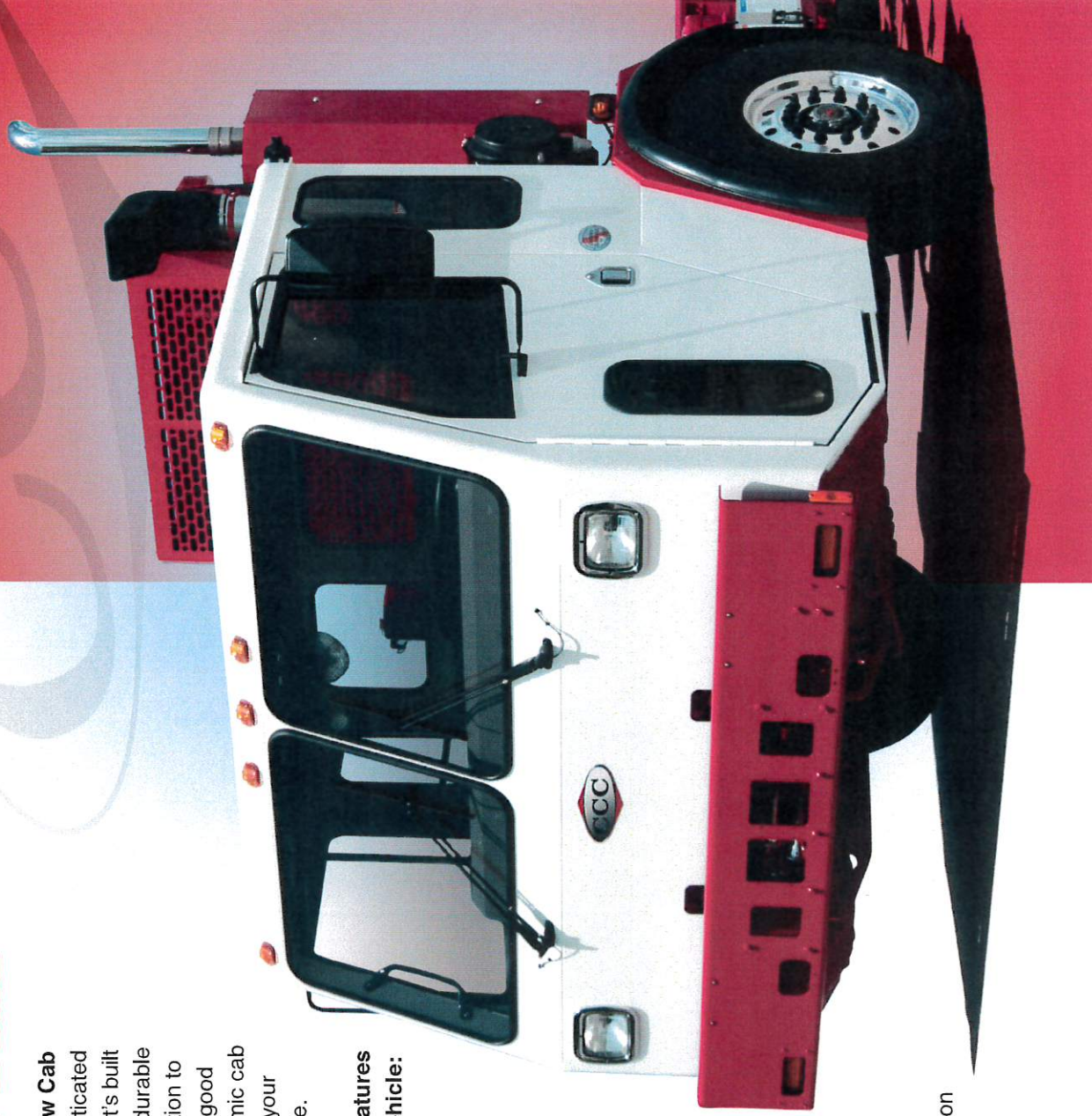
LET2 *Crew Cab*

Power To Get the Job Done

Crane Carrier's LET2 Crew Cab is a work horse with sophisticated engineering and quality that's built to last. Rugged framework, durable cab construction and attention to detail makes this vehicle a good investment with an ergonomic cab environment that will keep your employees healthy and safe.

Check out all the great features we've packed into this vehicle:

- 18" step in height, both RH & LH sides
- Remote mounted radiator, 1814 Sq. Inches
- Increased interior space, small engine cover
- Increased visibility with large glass area
- Seating is available for up to four forward facing passengers
- Tilt-telescoping steering column avail. both sides
- Overhead console with storage space
- Quiet & comfortable interior
- Bi-fold or solid doors, LH, RH or both sides
- Heavy duty front bumper standard
- Cummins ISL "G" available, up to 320 HP
- Cummins ISL 8.3, ISL9, & X11.9 available
- Central fluid check location - behind cab
- 10 gallon DEF tank with convenient location
- Single Reyco spring, Ridewell tandem, Hendrickson single or tandem rear suspension available





Request for Commission Action

Date: May 31, 2018

Requestor: Brenda Peters

Action Requested: Consider approval of a CMB application from Jennifer Segree d/b/a/ Boss Hog's Bar B Q.

Analysis: The application was received on May 28, 2018. Approval would be contingent upon satisfactory background check and inspection by the Fire Marshal

Fiscal Impact: None

Attachments: None