

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, March 20, 2017
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDERMayor Brenda K. Butters
ROLL CALL.....City Clerk, Brenda Peters
MINUTES OF PRECEDING MEETING.....Monday, March 06, 2017

PROCLAMATION

-Proclaiming the month of April, 2017 as Fair Housing Month

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 1717 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a contract for Project No. 18 KA-4225-01 for street improvements between the City of Winfield, Kansas and Bryant & Bryant Construction, Inc., Halstead, Kansas. (12th Ave. Project)

OTHER BUSINESS

-Consider Kansas Municipal Energy Agency Board appointments
-Consider Kansas Municipal Gas Agency Board Appointments
-Consider Property & Liability Insurance Renewal
-Consider Equipment leases
-Consider vehicle quotes

ADJOURNMENT

-Next regular Work Session 4:00 p.m. Thursday March 30, 2017
-Next regular meeting 5:30 p.m. Monday, April 03, 2017.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
March 6, 2017

The Board of City Commissioners met in regular session, Monday, March 06, 2017 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Brenda K. Butters presiding. Commissioners Ronald E. Hutto and Gregory N. Thompson were also present. Also in attendance were 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 Gas & Wastewater Utilities.

City Clerk Peters called roll.

Commissioner Thompson moved that the minutes of the February 21, 2017 meeting be approved. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

BUSINESS FROM THE FLOOR

Kansas Power Pool representatives Mark Chesney, Larry Holloway, and James Ging were present to discuss the proposed forty-year power purchase contract being offered to KPP member cities and to answer any questions from the Commission.

NEW BUSINESS

Bill No. 1712 – A Resolution – Authorizing the Mayor and the City Clerk of the City of Winfield, Kansas to execute an agreement for architectural services with Gordon & Associates, P.A. for the purpose of providing professional design services for Phase 1 & 2 of the Public Safety Facility for the City of Winfield. Community Development Director Steward explains that this resolution is for authorization of two agreements; one for Phase I, and one for Phase II of the Public Safety Facility Project at the proposed site of the west half of the property where the Middle School was previously located. Steward explains that Phase I considers design and consulting services for the removal for a portion or all of the existing building and evaluation of the existing building for re-use. Phase II is for design services for the bay addition to the Fire Department. The agreements would be with Gordon & Associates, Winfield, Kansas. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson all Commissioners voting aye, Bill No. 1712 was adopted and numbered Resolution No. 1217.

Bill No. 1713 – A Resolution – Accepting a 2017 Small Cities Community Development Block Grant (Community Improvement-Housing). Assistant to the City Manager Mangus explains that this resolution accepts the \$300,000 Block Grant for rental rehabilitation that has been awarded to the City. This action also allows the Mayor to execute all contracts, plans and other documents as they come up during the term of the grant. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto all Commissioners voting aye, Bill No. 1713 was adopted and numbered Resolution No. 1317.

Bill No. 1714 – A Resolution – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Kansas Sampler Festival Alcohol Sales). Assistant to the City

Manager Mangus explains that Bill Numbers 1714 and 1715 are resolutions that pertain to alcohol at the Kansas Sampler Festival in May. Mangus explains that Bill No. 1714 is required by the State of Kansas Alcohol Beverage Control for the sale of alcohol within the confines of Island Park on Saturday May 6, 2017 from 5:00 – 10:00 p.m. Bottle Services, Winfield, Kansas will provide dispersal of the alcohol through their Catering License which is all that is required by the City, but this resolution of authorization by the City Commission is required to be submitted to the Alcohol Beverage Control Division by State Statute. Mangus further explains that Bill No. 1715 would allow Kansas micro-distilleries, micro-breweries, and wineries to provide free samples during the event. This resolution of authorization is also required to be submitted to the State. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson all Commissioners voting aye, Bill No. 1714 was adopted and numbered Resolution No. 1417.

Bill No. 1715 – A Resolution – Approving an Outdoor Community Event and Temporary Entertainment District Application (Kansas Sampler Festival Alcohol Samples). Upon motion by Commissioner Thompson, seconded by Commissioner Hutto all Commissioners voting aye, Bill No. 1715 was adopted and numbered Resolution No. 1517.

Bill No. 1716 – 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. City Manager Willmoth explains that this resolution authorizes amending the City’s Multi-Year Capital plan by adding the Phases to the Public Safety Facility that were previously authorized, as well as amending the prior authorization of funds for the replacement of the 14th Avenue Bridge and the KDOT 12th Avenue street project. City Manager Willmoth further explains to the Commission that the authorizations do not obligate the City to actually do the projects, it is just an authorization to issue debt if the projects do move forward. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson all Commissioners voting aye, Bill No. 1716 was adopted and numbered Resolution No. 1617.

OTHER BUSINESS

-Consider Vehicle/Equipment Quotes - Assistant to the City Manager Mangus discussed recent quotes taken for police cruisers, mowers, a small utility vehicle, and pick-up trucks, all of which are budgeted items for 2017. Per Mangus staff recommends that the Commission accept the following quotes:

Winfield Motor Company - Three Dodge Chargers	\$77,154
Winfield Motor Company - One Dodge R3500 1T Regular Cab 4X2	26,671
Winfield Motor Company - One Dodge R3500 1T Crew Cab 4X4	29,118
Winfield Motor Company - One Dodge R2500 3/4T Crew Cab 4X4	27,773
Schmidt & Sons - One 15-foot Folding Rotary Mower	15,300
Prairieland Partners - One John Deer Gator TX	9,200
Grouse Valley Equipment - One 60-inch Hustler X-One mower	7,128

Commissioner Thompson made a motion to accept the quotes as presented and recommended by staff. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

- Consider lease agreements for equipment from Prairieland Partners - Director of Gas & Wastewater Utilities Collins explains that on this agenda for Commissioner consideration are leases with

PROCLAMATION

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, Brenda K. Butters, Mayor of the City of Winfield, Kansas, do hereby proclaim the month of April 2017, as

FAIR HOUSING MONTH

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Winfield, Kansas, to be affixed this 20th day of March 2017.

Brenda K. Butters, Mayor

ATTEST:

Brenda Peters, City Clerk

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a contract for Project No. 18 KA-4225-01 for street improvements between the City of Winfield, Kansas and Bryant & Bryant Construction, Inc., Halstead, Kansas.

WHEREAS, proposals for the street improvements were advertised, opened, and read aloud; and,

WHEREAS, Bryant & Bryant Construction, Inc., Halstead, Kansas, submitted the apparent lowest bid;

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 one million, one hundred twelve thousand, eight hundred forty-four dollars and fifty cents (\$1,112,844.50) for Project No. 18 KA-4225-01 for street improvements on 12th Avenue from the east power plant to K-360; between the City of Winfield and Bryant & Bryant Construction, Inc., Halstead, 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 approval.

ADOPTED this 20th day of March, 2017.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Brenda Peters, City Clerk

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

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

SECTION 00 52 00
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between The City of Winfield, Kansas (“Owner”) and Bryant and Bryant Const., Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Reconstruction of 12th Avenue

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Reconstruction of 12th Avenue

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Professional Engineering Consultants, P.A.

3.02 The Owner has retained Professional Engineering Consultants, P.A. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

A. The Work will be substantially completed within 150 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 days after the date of Substantial Completion.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$600 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$600 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 18 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. Performance bond (EJCDC® C-610, pages 1 to 3, inclusive).
 - 3. Payment bond (EJCDC® C-615, pages 1 to 3, inclusive).
 - 4. Statutory bond (Kansas) (pages 00 61 15-1 to 00 61 15-2, inclusive).
 - 5. General Conditions (pages 1 to 60, inclusive).
 - 6. Supplementary Conditions (pages 1 to 8, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of 114 sheets.
 - 9. Addenda (numbers 1 to 1, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. The Contractor’s Bid (pages 00 41 45-1 to 00 41 45-5)

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is 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.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor’s Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Winfield, Kansas

Bryant and Bryant Const., Inc.

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

200 E. 9th

PO Box 126

Winfield, KS 67156

Halstead, KS 67056

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

END OF SECTION

Leased Skid-steer loaders

	1-year	5-year w/60 month comprehensive extended warranty				
	Bobcat 2016	JD 2017	JD 2018	JD 2019	JD 2020	JD 2021
Wastewater Collection	\$ 3,500	\$ 4,357.65	\$ 4,357.65	\$ 4,357.65	\$ 4,357.65	\$ 4,357.65
Wastewater Treatment	\$ 3,900	\$ 4,286.09	\$ 4,286.09	\$ 4,286.09	\$ 4,286.09	\$ 4,286.09
Street	\$ 6,100	\$ 4,860.53	\$ 4,860.53	\$ 4,860.53	\$ 4,860.53	\$ 4,860.53
Recycle	\$ 4,055	\$ 4,159.36	\$ 4,159.36	\$ 4,159.36	\$ 4,159.36	\$ 4,159.36
	\$ 17,555	\$ 17,663.63	\$ 17,663.63	\$ 17,663.63	\$ 17,663.63	\$ 17,663.63

Quote Summary

Prepared For:
 City Of Winfield
 200 E 9th Ave
 Winfield, KS 67156
 Business: 620-221-4936

Prepared By:
 Nicholas Bowman
 PrairieLand Partners, Inc.
 2300 W. 9th Avenue
 Winfield, KS 67156
 Phone: 620-221-1770
 nbowman@plpjd.com

Quote Id: 14483508
Created On: 15 December 2016
Last Modified On: 03 March 2017
Expiration Date: 31 March 2017

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 320E SKID STEER LOADER BASE	\$ 36,800.00 X	1 =	\$ 36,800.00
Extended Warranty	Prepaid \$ 1,503.00 X	1 =	\$ 1,503.00
Sub Total			\$ 38,303.00
JOHN DEERE 320E SKID STEER LOADER BASE	\$ 37,400.00 X	1 =	\$ 37,400.00
Extended Warranty	Prepaid \$ 1,503.00 X	1 =	\$ 1,503.00
Sub Total			\$ 38,903.00
JOHN DEERE 324E SKID STEER LOADER BASE	\$ 41,000.00 X	1 =	\$ 41,000.00
Extended Warranty	Prepaid \$ 1,818.00 X	1 =	\$ 1,818.00
Sub Total			\$ 42,818.00
Equipment Total			\$ 120,024.00

Quote Summary	
Equipment Total	\$ 120,024.00
SubTotal	\$ 120,024.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 120,024.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 120,024.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 14483508

Customer: CITY OF WINFIELD

JOHN DEERE 320E SKID STEER LOADER BASE

Hours:

Stock Number:

Code	Description	Qty
8311T	320E SKID STEER	1
Standard Options - Per Unit		
0800	320E Standard Skid Steer	1
0950	E-H (ISO Pattern) Joystick Controls	1
1050	Two-Speed	1
1305	Engine - Naturally Aspirated	1
1501	English Operator's Manual & Decals	1
2310	12x16.5 10 PR SKS Extra-Wall	1
3002	High Flow Hydraulics	1
3101	Less Ride Control	1
4001	2-Inch Seat Belt with Shoulder Harness	1
5000	Manual Quik-Tatch	1
5204	Cab Enclosure with Air-Conditioning, Heat and Defrost	1
6001	Mechanical Suspension Seat (Vinyl)	1
6500	Standard Fan Drive	1
6800	Horn	1
7100	EH Joystick Performance Package	1
8040	Backup Alarm	1
8050	Cold Start Package	1
8075	Hazard Warning Lights	1
8340	Radio, AM/FM/WB with Aux Input	1
8350	Rear View Mirror (Interior cab mount)	1
8395	Keyless Start (Sealed Switch Module)	1
9041	72 in. Construction Bucket (17.8 cu. ft.) with Edge	1
Value Added Services		
	Extended Warranty	
Other Charges		
	Freight	1
	Setup	1

Selling Equipment

Quote Id: 14483508

Customer: CITY OF WINFIELD

JOHN DEERE 320E SKID STEER LOADER BASE

Hours:

Stock Number:

Code	Description	Qty
8311T	320E SKID STEER	1
Standard Options - Per Unit		
0800	320E Standard Skid Steer	1
0950	E-H (ISO Pattern) Joystick Controls	1
1050	Two-Speed	1
1305	Engine - Naturally Aspirated	1
1501	English Operator's Manual & Decals	1
2310	12x16.5 10 PR SKS Extra-Wall	1
3002	High Flow Hydraulics	1
3101	Less Ride Control	1
4001	2-Inch Seat Belt with Shoulder Harness	1
5001	Power Quik-Tatch	1
5204	Cab Enclosure with Air-Conditioning, Heat and Defrost	1
6001	Mechanical Suspension Seat (Vinyl)	1
6500	Standard Fan Drive	1
6800	Horn	1
7100	EH Joystick Performance Package	1
8040	Backup Alarm	1
8050	Cold Start Package	1
8075	Hazard Warning Lights	1
8340	Radio, AM/FM with Aux Input	1
8350	Rear View Mirror (Interior cab mount)	1
8395	Keyless Start (Sealed Switch Module)	1
9041	72 in. Construction Bucket (17.8 cu. ft.) with Edge	1
Value Added Services		
	Extended Warranty	
Other Charges		
	Freight	1
	Setup	1

JOHN DEERE 324E SKID STEER LOADER BASE

Selling Equipment

Quote Id: 14483508

Customer: CITY OF WINFIELD

Hours:

Stock Number:

Code	Description	Qty
0BG0T	324E SKID STEER	1
Standard Options - Per Unit		
0800	324E Standard Skid Steer	1
0950	E-H (ISO Pattern) Joystick Controls	1
1050	Two-Speed	1
1301	Engine - Turbocharged	1
1501	English Operator's Manual & Decals	1
2310	12x16.5 10 PR SKS Extra-Wall	1
3003	High Flow Hydraulics and Hydraulic Self-Leveling Up	1
3101	Less Ride Control	1
4001	2-Inch Seat Belt with Shoulder Harness	1
5001	Power Quik-Tatch	1
5204	Cab Enclosure with Air-Conditioning, Heat and Defrost	1
6001	Mechanical Suspension Seat (Vinyl)	1
6500	Standard Fan Drive	1
6800	Horn	1
7100	EH Joystick Performance Package	1
8040	Backup Alarm	1
8050	Cold Start Package	1
8075	Hazard Warning Lights	1
8340	Radio, AM/FM with Aux Input	1
8350	Rear View Mirror (Interior cab mount)	1
8395	Keyless Start (Sealed Switch Module)	1
9046	76 in. HD Construction Bucket (18.5 cu. ft.) with Edge	1
Value Added Services		
	Extended Warranty	
Other Charges		
	Freight	1
	Setup	1

Extended Warranty Proposal
PowerGard™ Protection Plan
Commercial Worksite Products
Date : March 3, 2017

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:	Extended Warranty	Deductible:	\$ 0
Equipment Type	Commercial Worksite Products	Coverage:	Comprehensive	Quoted Price	\$ 1,503.00
Model	320E	Total Months:	60		
Country	US	Total Hours:	2000	Date Quoted	March 3, 2017
MFWD/Tracks	N				

Scraper Use

THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also past fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles). "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.

PowerGard Protection Proposal Prepared for:
I have been offered this extended warranty and

 Customer Name - Please Print

 I ACCEPT the PowerGard Protection

 I DECLINE the PowerGard Protection

 Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is not a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

Commercial Worksite Products
Date : March 3, 2017

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:	Extended Warranty	Deductible:	\$ 0
Equipment Type	Commercial Worksite Products	Coverage:	Comprehensive	Quoted Price	\$ 1,503.00
Model	320E	Total Months:	60		
Country	US	Total Hours:	2000	Date Quoted	March 3, 2017
MFWD/Tracks	N				

Scraper Use

THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also past fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles). "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.

PowerGard Protection Proposal Prepared for:
I have been offered this extended warranty and

Customer Name - Please Print

 I ACCEPT the PowerGard Protection

 I DECLINE the PowerGard Protection

Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

Commercial Worksite Products
Date : March 3, 2017

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:	Extended Warranty	Deductible:	\$ 0
Equipment Type	Commercial Worksite Products	Coverage:	Comprehensive	Quoted Price	\$ 1,818.00
Model	324E	Total Months:	60		
Country	US	Total Hours:	2000	Date Quoted	March 3, 2017
MFWD/Tracks	N				

Scraper Use

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I have been offered this extended warranty and

Customer Name - Please Print

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What PowerGard Protection is :

The PowerGard Protection Plan is an **extended warranty** program for reimbursement on parts and labour for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

What PowerGard Protection is not :

PowerGard Protection is **not insurance**. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.



Features/Benefits:

PowerGard protection include the following features and benefits under the program :

- Pays for parts and labour costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs,
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains,
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in,
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Credit or other sources,
- PowerGard helps prevent large, unexpected repair bills during later years of equipment ownership, in exchange for a smaller protection fee up front.



Finance Options

Valid through March 31, 2017
Created On December 15, 2016

New John Deere 320E SKID STEER LOADER BASE

Selling Price	\$ 36,800.00
Add'l Advanced Payment	---
Trade-Ins	---
Net Selling Price	\$ 36,800.00
Physical Damage Insurance	---
PowerGard	\$ 1,503.00
Filing / Origination Fees	---
Total Lease Amount	\$ 38,303.00
Purchase Option	\$ 23,420.13

Lease Offer

Term in Months	60
Annual Hrs	200
Cost/Hour	\$ 21.43

\$ 4,286.09

Annual

Quote does not include sales tax. Quote may or may not include property tax. Insurance, warranty, and fees quoted with this offer are included in the Cost/ Hour calculation.

Subject to approval by John Deere Financial. Taxes, freight, setup, and delivery charges, and optional charges for other services, could increase lease payment. Lease payments are in advance and may vary based upon the end of lease term purchase option price. Not available for Consumer use. See your John Deere Dealer for complete details and other financing options. Available only at participating dealers.



Finance Offer : 3
John Deere Financial Lease Quote

JOHN DEERE 320E SKID STEER LOADER BASE

Lease Quote Payment Schedule*

Payment Type	Date Range	Payment Amount
Payment:	02/16/2017	0.00
Payment:	02/16/2017	4,286.09
Payment:	02/16/2018	4,286.09
Payment:	02/16/2019	4,286.09
Payment:	02/16/2020	4,286.09
Payment:	02/16/2021	4,286.09
Purchase Option:	03/03/2022	23,420.13
Total:	03/03/2022	\$ 44,850.58



Finance Options

Valid through March 31, 2017
Created On December 15, 2016

New John Deere 320E SKID STEER LOADER BASE

Selling Price	\$ 37,400.00
Add'l Advanced Payment	---
Trade-Ins	---
Net Selling Price	\$ 37,400.00
Physical Damage Insurance	---
PowerGard	\$ 1,503.00
Filing / Origination Fees	---
Total Lease Amount	\$ 38,903.00
Purchase Option	\$ 23,717.14

Lease Offer

Term in Months	60
Annual Hrs	200
Cost/Hour	\$ 21.79

\$ 4,357.65

Annual

Quote does not include sales tax. Quote may or may not include property tax. Insurance, warranty, and fees quoted with this offer are included in the Cost/Hour calculation.

Subject to approval by John Deere Financial. Taxes, freight, setup, and delivery charges, and optional charges for other services, could increase lease payment. Lease payments are in advance and may vary based upon the end of lease term purchase option price. Not available for Consumer use. See your John Deere Dealer for complete details and other financing options. Available only at participating dealers.



FinanceOffer : 1
John Deere Financial Lease Quote

JOHN DEERE 320E SKID STEER LOADER BASE

Lease Quote Payment Schedule*

Payment Type	Date Range	Payment Amount
Payment:	03/03/2017	0.00
Payment:	03/03/2017	4,357.65
Payment:	03/03/2018	4,357.65
Payment:	03/03/2019	4,357.65
Payment:	03/03/2020	4,357.65
Payment:	03/03/2021	4,357.65
Purchase Option:	03/03/2022	23,717.14
Total:	03/03/2022	\$ 45,505.39



Finance Options

Valid through March 31, 2017
Created On December 15, 2016

New John Deere 324E SKID STEER LOADER BASE

Selling Price	\$ 41,000.00
Add'l Advanced Payment	---
Trade-Ins	---
Net Selling Price	\$ 41,000.00
<hr/>	
Physical Damage Insurance	---
PowerGard	\$ 1,818.00
Filing / Origination Fees	---
<hr/>	
Total Lease Amount	\$ 42,818.00
Purchase Option	\$ 25,735.01

Lease Offer

Term in Months	60
Annual Hrs	200
Cost/Hour	\$ 24.30

\$ 4,860.53

Annual

Quote does not include sales tax. Quote may or may not include property tax. Insurance, warranty, and fees quoted with this offer are included in the Cost/Hour calculation.

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FinanceOffer : 1
John Deere Financial Lease Quote

JOHN DEERE 324E SKID STEER LOADER BASE

Lease Quote Payment Schedule*

Payment Type	Date Range	Payment Amount
Payment:	03/03/2017	0.00
Payment:	03/03/2017	4,860.53
Payment:	03/03/2018	4,860.53
Payment:	03/03/2019	4,860.53
Payment:	03/03/2020	4,860.53
Payment:	03/03/2021	4,860.53
Purchase Option:	03/03/2022	25,735.01
Total:	03/03/2022	\$ 50,037.66

Quote Summary

Prepared For:
 City Of Winfield
 200 E 9th Ave
 Winfield, KS 67156
 Business: 620-221-4936

Prepared By:
 Nicholas Bowman
 PrairieLand Partners, Inc.
 2300 W. 9th Avenue
 Winfield, KS 67156
 Phone: 620-221-1770
 nbowman@plpjd.com

Quote Id: 14483508
Created On: 15 December 2016
Last Modified On: 13 March 2017
Expiration Date: 31 March 2017

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 320E SKID STEER LOADER BASE	\$ 35,400.00 X	1 =	\$ 35,400.00
Extended Warranty	Prepaid \$ 1,503.00 X	1 =	\$ 1,503.00
Sub Total			\$ 36,903.00
Equipment Total			\$ 36,903.00

Quote Summary	
Equipment Total	\$ 36,903.00
SubTotal	\$ 36,903.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 36,903.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 36,903.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 14483508

Customer: CITY OF WINFIELD

JOHN DEERE 320E SKID STEER LOADER BASE

Hours:

Stock Number:

Code	Description	Qty
8311T	320E SKID STEER	1
Standard Options - Per Unit		
0800	320E Standard Skid Steer	1
0950	E-H (ISO Pattern) Joystick Controls	1
1050	Two-Speed	1
1305	Engine - Naturally Aspirated	1
1501	English Operator's Manual & Decals	1
2280	10x16.5 8 PR SKS Extra-Wall Heavy Duty	1
3000	Standard Hydraulics	1
3101	Less Ride Control	1
4001	2-Inch Seat Belt with Shoulder Harness	1
5000	Manual Quik-Tatch	1
5204	Cab Enclosure with Air-Conditioning, Heat and Defrost	1
6001	Mechanical Suspension Seat (Vinyl)	1
6501	Reversing Fan Drive	1
6800	Horn	1
7100	EH Joystick Performance Package	1
8040	Backup Alarm	1
8050	Cold Start Package	1
8075	Hazard Warning Lights	1
8340	Radio, AM/FM with Aux Input	1
8350	Rear View Mirror (Interior cab mount)	1
8395	Keyless Start (Sealed Switch Module)	1
Value Added Services		
	Extended Warranty	
Other Charges		
	Freight	1
	Setup	1

Extended Warranty Proposal

PowerGard™ Protection Plan

Commercial Worksite Products

Date : March 13, 2017

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:	Extended Warranty	Deductible:	\$ 0
Equipment Type	Commercial Worksite Products	Coverage:	Comprehensive	Quoted Price	\$ 1,503.00
Model	320E	Total Months:	60		
Country	US	Total Hours:	2000	Date Quoted	March 11, 2017
MFWD/Tracks	N				

Scraper Use

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PowerGard Protection Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

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I DECLINE the PowerGard Protection

Customer Signature

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- PowerGard helps prevent large,unexpected repair bills during later years of equipment ownership,in exchange for a smaller protection fee up front.



Finance Options

Valid through March 31, 2017
Created On December 15, 2016

New John Deere 320E SKID STEER LOADER BASE

Selling Price	\$ 35,400.00
Add'l Advanced Payment	---
Trade-Ins	---
Net Selling Price	\$ 35,400.00
Physical Damage Insurance	---
PowerGard	\$ 1,503.00
Filing / Origination Fees	---
Total Lease Amount	\$ 36,903.00
Purchase Option	\$ 22,355.89

Lease Offer

Term in Months	60
Annual Hrs	200
Cost/Hour	\$ 20.80

\$ 4,159.36

Annual

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FinanceOffer : 1
John Deere Financial Lease Quote

JOHN DEERE 320E SKID STEER LOADER BASE

Lease Quote Payment Schedule*

Payment Type	Date Range	Payment Amount
Payment:	03/11/2017	0.00
Payment:	03/11/2017	4,159.36
Payment:	03/11/2018	4,159.36
Payment:	03/11/2019	4,159.36
Payment:	03/11/2020	4,159.36
Payment:	03/11/2021	4,159.36
Purchase Option:	03/13/2022	22,355.89
Total:	03/13/2022	\$ 43,152.69



memo

To: Jeremy Willmoth
 From: Gary Mangus
 CC:
 Date: 2/28/2017
 Re: FY'2017 RFQ-Pickup Trucks-Streets, Electric Distribution, Refuse

Streets-1T, Reg cab, cab/chassis, 84" CA, 4x2 DRW, V8, Auto w/PTO prep

Vendor	Make	Model	Price
Winfield Motor Co	Dodge	R3500	\$ 26,671.00

Kline Motors Inc	Ford	F350	\$ 26,762.00
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FY'2017 Budget Allocation: \$50,000*

*includes funds for third party dump bed and standard City aftermarket additions: tool boxes, 2-way radio antenna, traffic advisor LED lighting, rechargeable flashlight, first aid kit, mounted spot light, etc

Electric Distribution-1T, Crew cab, cab/chassis, 60" CA, 4x4 DRW, V8, Auto

Vendor	Make	Model	Price
Winfield Motor Co	Dodge	R3500	\$ 29,118.00

Kline Motors Inc	Ford	F350	\$ 31,487.00
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FY'2017 Budget Allocation: \$70,000*

*includes funds for third party utility bed and standard City aftermarket additions: 2-way radio antenna, traffic advisor LED lighting, rechargeable flashlight, first aid kit, mounted spot light, etc

Refuse-3/4T, Crew cab,64" box, 4x4 SRW, V8, Auto

Vendor	Make	Model	Price
Winfield Motor Co	Dodge	R2500	\$ 27,773.00

Kline Motors Inc	Ford	F250	\$ 29,872.00
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FY'2017 Budget Allocation: \$45,000*

*includes funds for standard City aftermarket additions: headache rack, tool boxes, 2-way radio antenna, traffic advisor LED lighting, rechargeable flashlight, first aid kit, mounted spot light, etc

Staff Recommendation:

Accept quotes from Winfield Motor Co:

R3500	\$ 26,671.00
R3500	\$ 29,118.00
R2500	\$ 27,773.00