

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, November 18, 2019
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDERMayor Ronald E. Hutto
ROLL CALL.....City Clerk, Brenda Peters
MINUTES OF PRECEDING MEETING.....Monday, November 04, 2019

PUBLIC HEARING

-Consider an application to be submitted for CDBG Urgent Need funds. The project is an emergency replacement of a City waterline crossing the Walnut River south of W 9th Ave at the Fairgrounds.

-Consider an EDX for IMOI Fluid Kinetics

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 1982 – An Ordinance – Exempting certain property in the City of Winfield, Kansas, from ad valorem taxation for economic development purposes (IMI Fluid Kinetics Corp)

Bill No. 1983 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a Pavement Replacement Project Agreement No. 205-19 between the City and the Secretary of the Kansas Department of Transportation, relating to assistance in the financing of the construction of streets on the State Highway System through the City.

Bill No. 1984 – A Resolution – Adopting the Kansas Homeland Security Region G Hazard Mitigation Plan

OTHER BUSINESS

-Consider Agreement for Administrative Consulting Services of Community Development Block Grant Funds

ADJOURNMENT

-Next Commission work session 4:00 Tuesday November 26, 2019.
-Next regular meeting 5:30 p.m. Monday, December 02, 2019.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
November 4, 2019

The Board of City Commissioners met in regular session, Monday, November 04, 2019 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Ronald E. Hutto presiding. Commissioners Phillip R. Jarvis was also present, Commissioner Gregory N. Thompson was absent. Also in attendance were Taggart Wall, 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 Patrick Steward, Director of Community Development.

City Clerk Peters called roll and noted Commissioner Thompson as absent.

Commissioner Jarvis moved that the minutes of the October 21, 2019 meeting be approved. Mayor Hutto seconded the motion. With both Commissioners voting aye, motion carried.

PUBLIC HEARING

-Evaluating the performance of Grant No. 17-HR-004 which was to rehabilitate 15 housing units. Mayor Hutto opened a public hearing, with no one present to comment, Mayor Hutto closed the public hearing.

NEW BUSINESS

Bill No. 1979 – An Ordinance – Amending Chapter 78, Article VIII, Section 78-524 and Section 78-525 of the Winfield City Code by striking Section 78-524 and Section 78-525 and adding a new Section 78-524 and Section 78-525. City Attorney Muret explains that 78-524 refers to burnings inside the City limits, and 78-525 refers to scavenging out of dumpsters or trash cans. This Ordinance will amend the sections to waive the 10-day written notice and allow a citation to be issued immediately. Upon motion by Commissioner Jarvis, seconded by Mayor Hutto, both Commissioners voting aye, Bill No. 1979 was adopted and numbered Ordinance No. 4119.

Bill No. 1980 – An Ordinance – Authorizing the City of Winfield, Kansas, to enter into a Lease Purchase Transaction, the proceeds of which will be used to pay the costs of acquiring emergency medical services equipment for use in the City; and to approve the execution of certain documents in connection therewith. City Clerk Peters explains that this Ordinance, prepared by Gilmore and Bell, allows the City to finance an ambulance which was in this year's budget. The winning bid was RCB bank, with a 5-year term. Upon motion Mayor Hutto by, seconded by Commissioner Jarvis, both Commissioners voting aye, Bill No. 1980 was adopted and numbered Ordinance No. 4120.

Bill No. 1981 – A Resolution – Authorizing the Mayor and the City Clerk of the City of Winfield, Kansas to terminate the Short-Term Disability Benefit Plan per Resolution No. 10996 and therefore close out the Short-Term Disability Fund and transfer the balance of said fund to the General Fund as of December 31, 2019. City Manager Wall explains that this Resolution dissolves the Disability Benefit Plan that was established in 1996 and closes out the Fund. The

remaining balance will be transferred to the General Fund on December 31, 2019. Upon motion by Commissioner Jarvis, seconded by Mayor Hutto, both Commissioners voting aye, Bill No. 1981 was adopted and numbered Resolution No. 6319.

OTHER BUSINESS

-Consider Administrative Review Committee recommendation of IMI Fluid Kinetics Economic Development Tax Exemption request. Assistant to the City Manger Mangus explains that Fluid Kinetics is asking for an Economic Development Tax Exemption for a 13,000 square foot addition to their building on Industrial Rd. Commissioner Jarvis made a motion to approve the recommendation of the Administrative Review Committee regarding IMI Fluid Kinetics Economic Development Tax Exemption request. Motion was seconded by Mayor Hutto. With both Commissioners voting aye, motion carried.

- Mayor Hutto made a motion to set a public hearing for November 18, 2019 for the IMI Fluid Kinetics Economic Development Tax Exemption request. Motion was seconded by Commissioner Jarvis. With both Commissioners voting aye, motion carried.

ADJOURNMENT

Upon motion by Mayor Hutto, seconded by Commissioner Jarvis, both Commissioners voting aye, the meeting adjourned at 5:44 p.m.

Signed and sealed this 15th day of November 2019. Signed and approved this 18th day of November 2019.

Brenda Peters, City Clerk

Ronald E. Hutto, Mayor

AGREEMENT FOR ADMINISTRATIVE CONSULTING SERVICES
OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

THIS AGREEMENT made this **18th day of November, 2019** by and between THE NORTHWEST KANSAS PLANNING AND DEVELOPMENT COMMISSION (NWKP&DC), hereinafter referred to as "ADMINISTRATIVE CONSULTANT", and **the City of Winfield** of the State of Kansas, hereinafter referred to as "City".

Whereas, City is submitting a Small Cities Community Development Block Urgent Need Grant Application for the purpose of **water system improvements**, and

Whereas, if funded, the project requires Community Development Block Grant Funds for completion;

Now, therefore, City engages the services of an Administrative Consultant upon the following terms and conditions:

1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, either party shall fail to fulfill in timely and proper manner their obligations under this Contract, or if either party shall violate any of the covenants, agreements, or stipulations of this Contract, the Parties shall thereupon have the right to terminate this Contract by giving written notice to the other of such termination and specifying the effective date thereof. This notice shall not be less than thirty days prior to the effective date. In such event, all finished or unfinished documents, studies and reports prepared by the Administrative Consultant under this Contract shall become the property of the Administrative Consultant, who shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, in accordance with this Contract.

2. CHANGES

The City may, from time to time, request changes in the scope of the services of the Administrative Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Administrative Consultant's compensation, which are mutually agreed upon by and between the City and the Administrative Consultant, shall be incorporated in written amendments to this Contract.

3. PERSONNEL

- A. The Administrative Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the services required hereunder will be performed by the Administrative Consultant or under his/her supervision and all personnel shall be fully qualified to perform such services.
- C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services

subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

4. SERVICES OF THE ADMINISTRATIVE CONSULTANT

Services outlined in this proposal are those necessary to effectively administer a CDBG Grant for Community Improvement. The following summary of services is not intended to limit the scope of service but is intended to illustrate the work and services to be provided by the NWKP&DC. The service is divided into phases which are Grant Award, Procurement of Professional Services, Civil Rights/Procurement Policy, Financial Management, Bidding, Construction, and Close-Out.

Grant Award

1. Handles and furnishes any details that the Kansas Department of Commerce (KDOC) may require.
2. Provides file labels for grantees files.

Environmental Procedures

1. Determine and discuss with KDOC the environmental category that applies to the project.
2. Prepares the required Environmental Review for the project.
3. If an Environmental Impact Statement is required, assist the City in the securing of professional services for the report.
4. Send all required agencies the environmental information so that the environmental review can be cleared. Refers all questioned responses to the proper party.
5. Drafts and furnishes the City all legal notices required to meet KDOC's environmental publication requirements.
6. Instructs the City staff throughout the environmental review process.
7. Conducts with the City any public hearings that may be necessary.
8. Prepares for the City the Request for Release of Funds Notice.
9. Prepares for the City the Finding of No Significant Impact Notice.
10. Prepares for the City the Environmental Certification Form.
11. Processes all forms and mails to KDOC field representative.

Procurement of Professional Services

1. Assist the City in the procurement of architectural or engineering services if necessary.
2. Send Requests for Qualifications to Engineers or Architects, including minority bidders.
3. Answer project questions raised by professionals.
4. Attend opening and award of professional services by the City.
5. Educate local officials about the rating system and provide rating form.
6. Notify all firms of the outcome.
7. No member of the NWKP&DC staff will participate in the selection of the professional.

Civil Rights/Procurement Policy

1. Complete Civil Rights Demographics Form prior to the first Quarterly Report.
2. Prepare Notice of Fair Housing/Civil Rights Contact Person Form prior to the first Quarterly Report.
3. Assist the City in identifying the proper Civil Rights Activity to be performed by the City. NWKP&DC will not conduct this Civil Rights Activity; it is the responsibility of the City.
4. Assists the City in the development and adoption of the required local Procurement Policy, if necessary.
5. Assist the City in adopting a procedure in handling Fair Housing complaints.

Financial Management

1. Assists City in the establishment of a Financial Management System (Grant Accounting System).
2. Prepares all Requests for Funds (Drawdowns) for City action. Presents drawdowns to the City on an as-needed basis. If not presented, drawdowns will be mailed or faxed to the City for approval and signatures.
3. Prepares the Actual Cash Disbursements Reports along with Drawdown requests.
4. Prepares Quarterly Reports.
5. Reviews all payment requests including back-up invoices to assure compliance with the grant.
6. Delivers or mails all back-up invoices to the City for record retention.
7. Prepares for the City a disbursement sheet for each pay request to assist in bill payment.

Bidding

1. Will apply for and furnish Davis-Bacon wage rates for all required contracts.
2. Assists in the preparation of bid documents. Furnishes required Labor, Civil Rights, and other federal standards.
3. Reviews bid documents for federal compliance.
4. Review legal notices and monitors to assure bid procedure compliance.
5. Attends bid opening when possible to review and confirm General Contractor eligibility.
6. Reviews all contracts for compliance with CDBG standards.

Construction

1. Attends pre-construction conference and reviews Labor Standard Requirements. Prepare minutes of this conference for City's file.
2. Prepares and forwards all notices and forms to KDOC covering bids, pre-construction conference, awards, start dates, and contracts.
3. Trains and assists the appointed Labor Standards Officer. Assists officer in the maintenance of records and files.
4. Receive and review employee payroll and interview sheets. Review for Labor Standards Compliance and deliver to the City for the pertinent file.
5. Maintains constant contact with KDOC. Attends all KDOC monitoring visits and assists City with KDOC compliance letters.

6. Reports any major changes in schedule to the City.
7. Coordinates payments and schedules with engineer/architect.

Close-Out

1. Upon completion of the project, the Administrative Consultant shall complete the KDOC close-out packet.
2. Assure that a final inspection is made.
3. Assist the City in the procurement of a qualified auditing firm if necessary.
4. Prepare the Legal Notice for the Performance Public Hearing and attends the hearing.

5. RECORDS AND AUDITS

The Administrative Consultant and the City shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such records as may be deemed necessary by the City to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the City or any authorized representative. Following completion of the audit and the closing of the grant, the records will be returned to the City Clerk for the City's retention.

The Administrative Consultant shall assist the City in developing a Financial Management System which will meet the KDOC standards and in particular those which will comply with Common Rule. This will include the designation of a local depository for grant funds and the establishment of the letter-of-credit fund drawdown system.

The City will be responsible for having the records audited by a Certified Public Accountant at the completion of the construction project, if required. The expense for this audit will be a responsibility of the City.

6. COMPLIANCE WITH LOCAL LAWS

The Administrative Consultant shall comply with all applicable laws, ordinances and codes of the State and local governments.

7. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Administrative Consultant agrees as follows:

- A. The Administrative Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, religion, age, national origin, or family status. The Administrative Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, religion, age, national origin, or family status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Administrative Consultant agrees to post in conspicuous places, available to

employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

- B. The Administrative Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Administrative Consultant; state all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, religion, age, national origin, or family status.
 - C. The Administrative Consultant will cause the forgoing provisions to be inserted in all subcontracts for any work covered by this Contract so said provisions will be binding upon each subcontractor.
 - D. The Administrative Consultant will comply with all provisions of the Davis-Bacon Act, and of the rules, regulations and relevant orders of the Secretary of Labor.
8. The Administrative Consultant will comply with Title VI of the Civil Rights Act of 1964; no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
9. The Administrative Consultant will comply with Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.601).
10. The Administrative Consultant will comply with Section 504 of the Rehabilitation Act of 1973 (Pub. L. 83-112), as amended and implementing regulations when published for effect.
11. The Administrative Consultant will comply with the Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published or effect.
12. The Administrative Consultant will comply with all provisions of the Fair Housing Amendments Act of 1988, which establishes an administration enforcement mechanism, provides stiffer penalties than the present act, and expands its coverage to include handicapped persons and families with children.
13. The Administrative Consultant will comply with Executive Order 11063 as amended by Executive Order 12259 and implementing regulations as 24 CFR Part 107.
14. The Administrative Consultant will comply with the provisions of the Kansas Act Against Discrimination, and shall not discriminate against any persons in the performance of work done under this contract or not provide full and equal housing because of race, religion, color, sex, physical handicapped, national origin, ancestry, or family status. In all solicitations or advertisement to employees, the Debtor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the State Civil Rights Commission.
15. The Administrative Consultant will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u.

16. The Administrative Consultant will comply with Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60.
17. Section 912 of the Cranston-Gonzales National Affordable Housing Act of 1990, amended Section 109 (a) of the HCD Act to prohibit discrimination on the basis of religion.
18. Section 503 of Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in contractor employment.
19. The Administrative Consultant will comply with Title I of the Housing and Community Development Act of 1974, as amended.
20. The Administrative Consultant will comply with Section 519, Public Law 101-144 (the 1990 HUD Appropriation Act).
21. Restriction on Lobbying Contracts over \$100,000, NWKP&DC has not paid, or agreed to pay, to any firm, organization of persons (other than a bonafide employee working solely for the NWKP&DC any fee, contribution, donation, or consideration of any kind for, or in consideration with, procuring or carrying out this agreement.

22. INTEREST OF MEMBERS OF A CITY

No members of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Administrative Consultant shall take appropriate steps to insure compliance.

23. INTEREST OF AMINISTRATIVE CONSULTANT AND EMPLOYEES

The Administrative Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Administrative Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

24. FEES

The City agrees to pay the Administrative Consultant a fee for the services outlined on a per item basis. This contract does not include publication costs (city expense).

Environmental Review/Removal of Grant Conditions	\$1,000K
Receipt of Signed State Grant Agreement	25% of \$11,000K
First Drawdown of funds for construction	25% of \$11,000K
50% construction Drawdown of CDBG funds	25% of \$11,000K
Final const. Drawdown/clearance of mont. findings	15% of \$11,000K
Close-out, when monitoring findings are cleared	<u>10% of \$11,000K</u>
PROJECT COMPLETED	100.00%

Total Fee under this contract will not exceed \$12,000 (\$11,000 and \$1,000 for environmental review).

This contract is contingent upon CDBG funding and will be considered null and void if CDBG funding is not awarded,

IN WITNESS WHEREOF, the parties have signed this Agreement **November 18, 2019**.

By _____
Ronald E. Hutto, Mayor

Attest: (Seal)

Brenda Peters, City Clerk

ADMINISTRATIVE CONSULTANT

By Randall J. Hrabe
Randall J. Hrabe, Executive Director

★ NOTICES ★

01 Legal Publications

(First published in the Cowley CourierTraveler, Tuesday, October 29, 2019.)
Millsap & Singer, LLC
8900 Indian Creek Parkway,
Suite 180
Overland Park, KS 66210
(913) 339-9132
(913) 339-9045 (fax)

IN THE DISTRICT COURT OF COWLEY COUNTY, KANSAS

CIVIL DEPARTMENT
Freedom Mortgage Corporation
Plaintiff,
vs.

Arlene O Gaut, Ernest C Gaut,
Jane Doe, John Doe, Unknown
Spouse of Arlene O Gaut, and
Unknown Spouse of Ernest C
Gaut, et al.,
Defendants

Case No. 19CV123W
Court No.

Title to Real Estate Involved
Pursuant to K.S.A. §60

NOTICE OF SUIT

STATE OF KANSAS to the
above named Defendants and
The Unknown Heirs, executors,
devisees, trustees, creditors, and
assigns of any deceased defen-
dants; the unknown spouses of
any defendants; the unknown
officers, successors, trustees,
creditors and assigns of any
defendants that are existing, dis-
solved or dormant corporations;
the unknown executors, admin-
istrators, devisees, trustees,
creditors, successors and assigns
of any defendants that are or
were partners or in partnership;
and the unknown guardians,
conservators and trustees of any
defendants that are minors or are
under any legal disability and all
other person who are or may be
concerned:

You are hereby notified that a
Petition has been filed in the
District Court of Cowley Coun-
ty, Kansas by PennyMac Loan
Services, LLC, praying to fore-
close a mortgage on the follow-
ing described real estate:

LOT 4 AND THE WEST
HALF OF LOT 3, BLOCK
11, ORIGINAL TOWN,
NOW CITY OF UDALL,
COWLEY COUNTY, KAN-
SAS. Parcel ID No. 9-15662.
Commonly known as 213 W
1st St. Udall, KS 67146 ("the
Property") MS 199870

and all those defendants who
have not otherwise been served
are required to plead to the
Petition on or before December
9, 2019 in the District Court of
Cowley County, Kansas. If you
fail to plead, judgment and
decree will be entered in due
course upon the request of plain-
tiff.

MILLSAP & SINGER, LLC
By:

Dwayne A. Duncan, #27533
dduncan@msfirm.com
Aaron M. Schuckman, #22251
aschuckman@msfirm.com
612 Spirit Dr.
St. Louis, MO 63005

01 Legal Publications

(First published in the Cowley
CourierTraveler, Tuesday, No-
vember 12, 2019.)

Millsap & Singer, LLC
8900 Indian Creek Parkway,
Suite 180
Overland Park, KS 66210
(913) 339-9132
(913) 339-9045 (fax)

IN THE DISTRICT COURT OF COWLEY COUNTY, KANSAS

CIVIL DEPARTMENT
PennyMac Loan Services, LLC
Plaintiff,
vs.

Timothy G. Allen (Deceased),
Unknown Heirs of Timothy G.
Allen (Deceased), Jane Doe,
John Doe, Angela Allen, and
Brandon Allen, et al.,
Defendants
Case No. 19CV137-W
Court No.

Title to Real Estate Involved
Pursuant to K.S.A. §60

NOTICE OF SUIT

STATE OF KANSAS to the
above named Defendants and
The Unknown Heirs, executors,
devisees, trustees, creditors, and
assigns of any deceased defen-
dants; the unknown spouses of
any defendants; the unknown
officers, successors, trustees,
creditors and assigns of any
defendants that are existing, dis-
solved or dormant corporations;
the unknown executors, admin-
istrators, devisees, trustees, cred-
itors, successors and assigns of
any defendants that are or were
partners or in partnership; and
the unknown guardians, conser-
vators and trustees of any defen-
dants that are minors or are
under any legal disability and all
other person who are or may be
concerned:

You are hereby notified that a
Petition has been filed in the
District Court of Cowley Coun-
ty, Kansas by PennyMac Loan
Services, LLC, praying to fore-
close a mortgage on the follow-
ing described real estate:

LOTS 7 AND 8 AND THE
NORTH 22 FEET OF LOT
9, BLOCK 14, HAWKINS
ADDITION TO THE TOWN
OF DEXTER, COWLEY
COUNTY, KANSAS. Parcel
ID No. 006-18026 CAMA#
234 18 0 20 09 001 00 0 01.
Commonly known as 417 N.
Main St., Dexter, KS 67038
("the Property") MS 177453

and all those defendants who
have not otherwise been served
are required to plead to the
Petition on or before December
23, 2019 in the District Court of
Cowley County, Kansas. If you
fail to plead, judgment and
decree will be entered in due
course upon the request of plain-
tiff.

MILLSAP & SINGER, LLC
By:

Dwayne A. Duncan, #27533
dduncan@msfirm.com
Aaron M. Schuckman, #22251
aschuckman@msfirm.com
612 Spirit Dr.
St. Louis, MO 63005

01 Legal Publications

(First published in the Cowley
CourierTraveler, Tuesday, No-
vember 12, 2019.)

City of Winfield CDBG Urgent
Need Application Walnut River
Water Line Project
Public Hearing Notice

The City of Winfield, Kansas
will hold a public hearing on
November 18, 2019, at 5:30
p.m. in the Community Council
Meeting Room located at City
Hall at 200 E. 9th in Winfield
for the purpose of considering
an application to be submitted to
the Kansas Department of Com-
merce for Small Cities Com-
munity Development Block
Grant Urgent Need funds. The
maximum Urgent Need grant
that may be requested is
\$400,000. No involuntary dis-
placement of persons will be
proposed.

A specific project application to
be discussed is the proposed
emergency replacement of the
City waterline crossing the
Walnut River. The approximate
location is beginning 700 feet
South of 9th Ave./U.S. 160 at
the Winfield Fairgrounds, then
West under and across the river
streambed 579 linear feet. A
map depicting the project loca-
tion is available for review at
City Hall during regular busi-
ness hours.

The urgent need project will
consist of mobilization, site
clearing and restoration, service
reconnections, connection to ex-
isting water line, installation of
579 feet of 12-inch waterline
(directional drill installation),
installation of 90 feet of 12-inch
waterline (trench installation),
installation of 2 12" valve as-
semblies, erosion control and
abandonment of the existing
waterline. Engineering, con-
struction inspection and admini-
stration will also be included.
The Engineering Design has al-
ready been completed, but engi-
neering and inspection during
construction will be paid for
with local dollars as will project
administration. The estimated
project cost is \$197,105 with the
grant request for \$180,105 of
the project cost. Proposed finan-
cing is \$180,105 in CDBG funds
and \$17,000 in local funds.
Other project proposals intro-
duced at the hearing will be con-
sidered. Oral and written com-
ments will be recorded and
become a part of the City of
Winfield's CDBG Citizen Partici-
pation Plan.
Reasonable accommodations
will be made available to per-
sons with disabilities. Requests
should be submitted to Brenda
Peters, City Clerk by noon, No-
vember 15, 2019.

(11-12)

03 Notices

AD LEGITIMACY: We cannot
verify the credibility of each help
wanted, situation wanted, and
business opportunity offered. We

01

(First published in the Cowley CourierTraveler, Tuesday, November
12, 2019.)

IN THE DISTRICT COURT OF COWLEY COUNTY, KANSAS CIVIL DEPARTMENT

JPMorgan Chase Bank, National Association
Plaintiff,
vs.

Travis A McMinn, et al.
Defendants,

Case No. 19CV78W
Court No.

Title to Real Estate Involved
Pursuant to K.S.A. §60

NOTICE OF SALE

Under and by virtue of an Order of Sale issued to me by the Clerk
of the District Court of Cowley County, Kansas, the undersigned
Sheriff of Cowley County, Kansas, will offer for sale at public auc-
tion and sell to the highest bidder for cash in hand at the lobby of the
Courthouse of the Cowley County, Courthouse, Kansas, on December
5, 2019 at the time of 10:00 AM, the following real estate:

A TRACT IN THE SOUTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP
32 SOUTH, RANGE 6 EAST OF THE 6TH P.M., COW-
LEY COUNTY, KANSAS, DESCRIBED AS: BEGINNING
AT THE SOUTHWEST CORNER OF SAID QUARTER
SECTION; THENCE NORTH 0 DEGREES 00 MINUTES
18 SECONDS WEST (ASSUMED) ALONG THE WEST
LINE OF SAID QUARTER SECTION, 1323.47 FEET;
THENCE SOUTH 89 DEGREES 53 MINUTES 48
SECONDS EAST, ALONG THE NORTH LINE OF THE
SOUTHWEST QUARTER OF SAID QUARTER SEC-
TION, 791 FEET; THENCE SOUTH 5 DEGREES 28
MINUTES 56 SECONDS WEST, 1328.12 FEET TO THE
SOUTH LINE OF SAID QUARTER SECTION, THENCE
NORTH 90 DEGREES WEST ALONG THE SOUTH
LINE OF SAID QUARTER SECTION, 664 FEET TO
THE POINT OF BEGINNING, Parcel ID No. 14443.
Commonly known as 20104 US 160, Burden, KS 67019
("the Property") MS198406

to satisfy the judgment in the above-entitled case. The sale is to be
made without appraisal and subject to the redemption period as
provided by law, and further subject to the approval of the Court.

Cowley County Sheriff

MILLSAP & SINGER, LLC

By:

Chad R. Doornink, #23536
cdoornink@msfirm.com
Jason A. Orr, #22222
jorr@msfirm.com
8900 Indian Creek Parkway, Suite 180
Overland Park, KS 66210
(913) 339-9132
(913) 339-9045 (fax)

ATTORNEYS FOR PLAINTIFF

MILLSAP & SINGER, LLC AS ATTORNEYS FOR JPMORGAN
CHASE BANK, NATIONAL ASSOCIATION IS ATTEMPTING
TO COLLECT A DEBT AND ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE.

(11-12, 11-19, 11-26)

04 Lost & Found

REWARD: Lost 14yr.old Female
Calico Cat near Chestnut/3rd, Ark
City. Kidney Failure Needs IV.
620-506-8420.

Great Deals In Black & White The Classifieds

★ BUSINESS SERVICES ★

06 Lawn/ Tree Services

MOORE CUT TREE Service
Trimming & Removal, Stump-
Grinding, Cleanup, Topping

Legal Publications

11 Bail

Need Bail
Kevin Coon, 22
We accept credit

★ ARTIO FOR S

19 Miscel

Davis J
400 Main -
We Buy Go

We I
BUYERS

★ AUTOM

30 Trucks

1987 Chevy Sil
Cab Runs/Drives
Needs a Square
\$2,000. 620-446-

31 Wal Autom

Turn
Junk Ve
into C

Lumbert Au
620-22
4411 E. 9th

07 Miscellaneous Service

Jeb's Improvements

- * Power Washing
 - * Painting
 - * Yard Cleaning
 - * Miscellaneous Jobs
- 620-218-5857**

07 Miscellaneous Service

Aristocrat Pools

New Pool
Construction
316-619-6842

Request for Commission Action

Date: November 6, 2019

Requestor: Gary Mangus, Assistant to the City Manager



Action Requested: November 18, 2019, Commission Agenda, an Ordinance exempting certain property from ad valorem taxation for economic development purposes (IMI Fluid Kinetics)

Analysis:

- A Board of Tax Appeals (BOTA) application for exemption from ad valorem taxation has been received from IMI Fluid Kinetics. The applicant, an existing business in the city of Winfield, requests exemption of improvements completed in May 2017 at their manufacturing facility located at 1108 Industrial Rd. IMI Fluid Kinetics has hired six new employees and repurposed one existing employee during and since the completion of the improvements. The application requests exemption from January 1, 2019 through December 31, 2028 for the following:

Real Property- 13,000 sq ft building expansion completed May 2017, 2019 appraised value \$333,340

Personal Property- SMTCL VMC2100B CNC Vertical Machining Center, 2019 value \$244,170

*The land and improvements are leased from Winfield Economic Development Inc., a 501(c)(6) community-based not-for-profit economic development corporation.

**Per KSA 79-223 machinery/equipment are fully exempted, however, the exemption request must include at least one item acquired in association with the improvement of leased property and be under the same terms as the leased property.

- An analysis of costs and benefits was prepared, with assistance from Cowley First and Kansas Department of Commerce, to summarize the economic and fiscal impact for each of the participating taxing entities.
- The City's policy statement relating to economic development tax exemptions creates an administrative review committee (ARC) to review requests, gather and review information, and make recommendations to governing body. The ARC recommendation that IMI Fluid Kinetics receive the 10-year exemption was accepted by the governing body as part of the November 4, 2019, Commission Agenda.
- A Public Hearing date, November 18, 2019, was set by the governing body. The request for public notice was received and publishing date, November 8, 2019, confirmed by the Courier/Traveler. A letter of notice



Request for Commission Action

of public hearing was sent by certified mail to each of the participating taxing entities November 5, 2019,

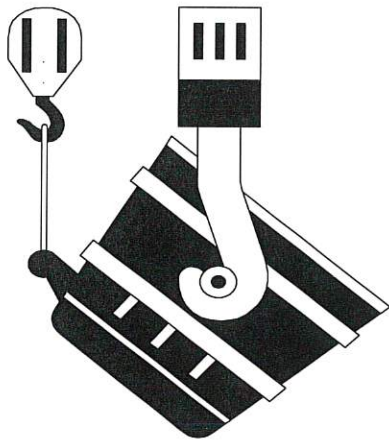
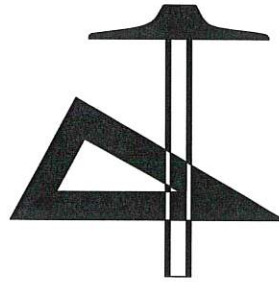
- An Ordinance granting the exemption will be on the November 18, 2019, Commission Agenda for consideration by the governing body.

Fiscal Impact: 2019 estimated property tax for the expansion eligible for exemption would be as follows:

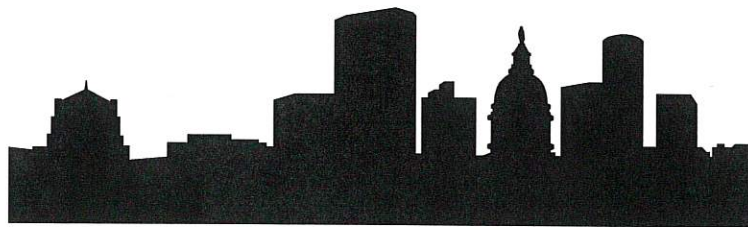
\$333,340	Appraised Value
X 25%	Commercial Assessment Rate
\$83,335	Assessed Value
X .05424	Estimated City Mill Levy
\$4,520.09	Estimated City Taxes

Attachments: IMI Fluid Kinetics EDX Ordinance with BOTA Application

Application for Exemption from Ad Valorem Taxation



Winfield Economic
Development/Fluid Kinetics



CITY OF WINFIELD, KANSAS

BEFORE THE BOARD OF TAX APPEALS OF THE STATE OF KANSAS

ECONOMIC DEVELOPMENT EXEMPTION
(Article 11, Section 13 Kansas Constitution)

APPLICANT:

Winfield Economic Development/IMI Fluid Kinetics

Applicant Name (Owner of Record)

1108 Industrial Rd

Applicant Address (Street or Box No.)

Winfield KS 67156

City State Zip

Applicant Phone #:(620) 402-6501

Applicant E-mail: michael.meseke@imi-critical.com

ATTORNEY OR REPRESENTATIVE: (If applicable)*

Representative Name Title

Representative Address

City State Zip

Atty/Rep Phone #:()

Representative E-mail:

Taxing County: Cowley

Year/Years at issue: 2019-2028

Property at issue:

Real Property---Street address, city: 1108 Industrial Rd, Winfield KS 67156

Personal Property---Description: See attached Property Worksheet

(For State of Kansas use only)

DOCKET NO. _____-EDX

Fee: _____ Amt Rec. _____

Rec. Date: _____ Ck # _____

No Fee: _____ Reason: _____

(For County use only)

Parcel ID #/Personal Property ID #
or Vehicle ID #:

County's valuation: \$ _____

LBCS Function Code: _____

1. Real Property—For real property, provide a description of all improvements, and attach a copy of the deed.
New 13,000 sq ft expansion of exiting building for manufacturing/assembly with renovation of existing main floor meeting room and mezanine. See attached deed and supporting documents.

2. Personal Property—For personal property, provide an itemized list of all items, including the acquisition date(s) and any legal documentation of ownership. (If the description is lengthy, attach additional pages to this form.)
See attached Property Worksheet.

3. Describe specifically the nature of your business. Copies of company brochures may be attached.
Fluid Kinetics is a premier supplier in the US and abroad of blowdown, vent and exhaust silencers, and pulsation dampeners spanning several industrial applications. See attached company brochure and website information.

4. Will the property be used to:
xxx (A) manufacture articles of commerce;
____ (B) conduct research and development; or
____ (C) store goods or commodities that are sold or traded in interstate commerce.
5. Is any of the subject property to be used in a poultry confinement facility, a rabbit confinement facility, or swine production facility? If yes, list which property will be used for any of the above listed purposes.
NO

6. Has a previous application for exemption of the subject property been submitted to the Board? xxx No
xxx Yes Years @ issue: 2008-2017 BOTA Docket No. 2008-7844-EDX
7. Has a previous application for exemption for other property that you own or have owned been submitted to the Board? xxx No
____ Yes Years @ issue: _____ BOTA Docket No. _____

8. Leased Property-

List all property leased or under lease-purchase and enclose a copy of all lease or lease-purchase agreements. (K.S.A. 79-221)

~~Land and building leased from Winfield Development Inc. See attached supporting documents.~~

(A) Does the lessor have a 51 percent, or greater, ownership interest in the lessee's business?

(Provide evidence of ownership interest)

(B) Does the lessee have a 51 percent, or greater, ownership interest in the lessor's business?

(Provide evidence of ownership interest)

(C) Is the lessor a community-based not-for-profit economic development corporation organized under the laws of this state which is exempt from federal income taxation pursuant to paragraph (4) and (6) of subsection (c) of section 501 of the Internal Revenue Code? If yes, submit a copy of the Section 501(c)(4) or (6) letter from the federal government. Winfield Economic Development Inc is a not for profit community organization to promote the economic well being of Winfield KS. See Attached.

9. New Business-

(If new business, answer questions 9a through 9g)

a. Is the business new to the city, county, or state?

b. If not new to Kansas, provide the city and county where the business was located previously;

c. The date (mm/dd/yyyy) the business commenced operations: _____

d. The number of jobs actually created as a result of the business commencing operations: _____

e. For real property, is the subject property an existing facility or newly constructed facility?

f. If it is new construction, the cost of acquisition in the following categories?

Land \$ _____

Improvements \$ _____

Personal Property \$ _____

Property exempt

pursuant to K.S.A. 79-223 \$ _____

g. If it is new construction, date (mm/dd/yyyy) construction commenced and ended: _____

10. Expansion of Existing Business-

(If this is an expansion of an existing business, answer questions 10a through 10d)

- a. The completion date (mm/dd/yyyy) of the expansion: June 2017
- b. The number of new jobs actually created by the expansion and the date(s) (mm/dd/yyyy) they were created: 1-repurposed & 6-new positions 4/18/16, 4/24/17 x 2, 10/30/17, 6/10/18, 2/1/19
- c. The acquisition costs for the expansion in the following categories:

Land	\$ <u>0</u>
Improvements	\$ <u>1,082,034</u>
Personal Property	\$ <u>244,170</u>
Property exempt pursuant to K.S.A. 79-223	\$ <u>886,122</u>

- d. If it is new construction, date (mm/dd/yyyy) construction commenced and ended: Commenced 6/6/16, ended 5/19/17

11. Enclose:

- a. The copy of the governing body's adopted policies and procedures for granting and monitoring exemptions.
- b. The prepared cost-benefit analysis, which includes the effect of granting the exemption on state revenue.
- c. Proof of publication of the notice of the public hearing concerning the granting of the economic development exemption and attach a publisher's affidavit showing publication at least 7 days prior to the hearing.
- d. A copy of the letter of notice of public hearing sent to the governing body of any city or county and unified school district within which the subject property is located.
- e. A copy of the ordinance or resolution adopted by the local governing body granting the economic development exemption.
- f. If locating from one city or county to another within this state, provide evidence that the business has received approval from the Secretary of the Department of Commerce prior to qualifying for the exemption. (Relocation is necessary to prevent business from locating outside this state.)

12. Did you receive assistance from the Kansas Department of Commerce? xxx Yes No

13. Do you request a hearing on the application for exemption? Yes xxx No

VERIFICATION


I, Michael L. Meseke, do solemnly swear or affirm that the information set forth herein is true and correct, to the best of my knowledge and belief. So help me God.

Michael L. Meseke
Signature of Applicant

Michael L. Meseke Director of Operations
Printed Name and Title

State of KANSAS)
County of Artois)

This instrument was acknowledged before me on 10/28/19 by Michael L. Meseke

Seal 

Tabitha Rouse
Signature of Notary Public

My appointment expires: 1/7/2021

COUNTY APPRAISER RECOMMENDATIONS AND COMMENTS

TO COUNTY APPRAISER:

Pursuant to K.S.A. 79-213, and amendments thereto, the County Appraiser is required to review each application and recommend whether the relief sought should be granted or denied. Therefore, please answer the following questions and provide any additional comments you believe are necessary to support your recommendation. The County Appraiser shall provide a copy of the completed comments and recommendations to the applicant.

1. Do you find the facts as stated by the applicant represent the true situation? ____ Yes ____ No
2. Do you recommend that the exemption herein requested be granted? ____ Yes ____ No
3. Do you request a hearing on this application? ____ Yes ____ No

If the applicant's statement does not represent a complete picture of the situation, set out the facts as you found them at the time of your examination and investigation.

VERIFICATION

I, _____, do solemnly swear or affirm that the information set forth herein is true and correct, to the best of my knowledge and belief. So help me God.

Signature of County Official

Printed Name and Title

State of _____)
County of _____)

This instrument was acknowledged before me on _____ by _____.

Seal

Signature of Notary Public

My appointment expires: _____

ECONOMIC DEVELOPMENT EXEMPTION
INSTRUCTIONS

(For assistance, contact the Kansas Department of Commerce (785) 296-5298)

1. Each application for tax exemption must be filled out completely with all accompanying facts and attachments. The statement of facts must be in affidavit form. Applications or statements that have not been signed by the property owner before a Notary Public will not be considered. Pursuant to K.S.A. 79-213, and amendments thereto, the property owner is required to file the application.
2. Pursuant to Kansas law, the burden is on the applicant to prove affirmatively that relief is necessary. Failure to do so will result in the denial of the request for exemption.
3. Enclose any applicable filing fee(s) pursuant to K.A.R. 94-5-8. Checks or money orders should be made payable to the Board of Tax Appeals. For information regarding fees with the State Board of Tax Appeals, visit www.kansas.gov/bota/ or contact the Board at (785) 296-2388. The County Appraiser's office also has fee schedules available.

This form along with the applicable attachments is to be filed with the County Appraiser for recommendations pursuant to K.S.A. 79-213(d). The County Appraiser will forward the application to the Board of Tax Appeals.

STATUTORY WARRANTY DEED

Grantor(s), City of Winfield, Kansas

in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, CONVEY and WARRANT to

WINFIELD ECONOMIC DEVELOPMENT, INC.

the following described real estate situate in Cowley County, Kansas, to-wit:

Lots 9 and 10, Corrected Plat of Winfield Industrial Park Subdivision, Winfield, Kansas.

Subject to easements, minimum building setback, landscape reserve, restrictive covenants, terms, provisions, conditions, limitations, mineral reservation, rights of way and abutters right of access of record.

Dated 12/26, 2000.

City of Winfield, Kansas

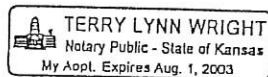
By: [Signature]
Gregory N. Thompson, City Mayor

Attest:

By: [Signature]
Diane Rosecrans, City ClerkSTATE OF Kansas, COUNTY OF Cowley, SS:

BE IT REMEMBERED, That on this 26th day of Dec., 2000, before me, a Notary Public in and for said County and State, came Max B. Handlin and Diane Rosecrans, who are personally known to me to be the identical persons who subscribed the name of the maker thereof to the within and foregoing instrument as its Mayor and City Clerk, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires: Aug. 1, 2003 [Signature] Notary PublicSTATE OF KANSAS } SS
COWLEY COUNTY

FILED FOR RECORD AT

3:30 P M1-2-2001 **000023**NANCY C. HORST
REGISTER OF DEEDS6-00
BTC

COMPARED ✓
NUMERICAL ✓
DIRECT ✓
INDIRECT ✓
REGISTRATION ✓

Entered In Transfer Records in My Office

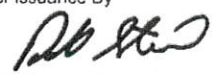
this 4th day of April 2001
Carmelita Blasbrow
County Clerk

- ☒ BUILDING
☐ SWIMMING POOL
☐ ROOFING
☐ SIGN
☐ DEMOLITION
☐ OTHER

PERMIT NO. **16-217**

City of Winfield, Kansas

APPLICATION

Job Address 1108 INDUSTRIAL RD				
Legal Desc. 1	WINFIELD INDUSTRIAL PK REPLAT, Lot 9 & 10, ACRES 6.2			
Owner 2	Mail Address WINFIELD ECONOMIC DEVELOPEMENT	Zip PO BOX 917, WINFIELD, KS 67156	Phone	
Contractor 3	Mail Address 2-B Construction 715 QUAIL NEST RD, Winfield, KS 67156	Phone (620) 222-1387		
Architect or Designer 4	Mail Address Gordon & Associates , , Kansas	Phone	License No.	
Engineer 5	Mail Address Dudley Williams & Associates 230 LAURA STE 200, Wichita, KS 67211	Phone 3162637591	License No.	
Use of Building 6 Addition and Remodel				
7 Class of Work: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> ADDITION <input type="checkbox"/> ALTERATION <input type="checkbox"/> REPAIR <input type="checkbox"/> MOVE <input type="checkbox"/> REMOVE				
PRINCIPAL TYPE OF FRAME <input type="checkbox"/> Masonry (wall bearing) <input type="checkbox"/> Wood frame <input checked="" type="checkbox"/> Structural steel <input type="checkbox"/> Reinforced concrete <input type="checkbox"/> Other — Specify _____		DIMENSIONS Number of stories without basement <u>1</u> Basement: <input type="checkbox"/> Full <input type="checkbox"/> Partial <input checked="" type="checkbox"/> None Garage: <input type="checkbox"/> Single <input type="checkbox"/> Double <input checked="" type="checkbox"/> None Total Floor Area with basement and garage <u>13,200</u> sq. ft. Total Land Area <u>0</u> sq. ft.		
TYPE OF HEATING INSTALLED <input type="checkbox"/> Gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Solar <input type="checkbox"/> Other — Specify _____		INSTALLED? YES NO Fireplace _____ X Wood Stove _____ X Elevator _____ X Central Air _____ X Sprinkler/Alarm _____ X		
		FLOOD PLAIN AREA <input type="checkbox"/> Y <input checked="" type="checkbox"/> N FLOOR ELEVATION BY CITY DATUM <div style="border: 1px solid black; width: 100px; height: 20px;"></div>		
Valuation of work: \$1,000,000.00		PERMIT FEE \$2,500.00		
SPECIAL CONDITIONS		Type of Const. II-N	Occupancy Group F	
			Division 1	
			Max. Occ. Load N/A	
Application Accepted By NN	Approved For Issuance By 	Use Zone I-2		
		No. of Dwelling Units 0	OFFSTREET PARKING SPACES: Covered 0 Uncovered 0	
NOTICE SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL, PLUMBING, HEATING, VENTILATING OR AIR CONDITIONING. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 180 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS AT ANY TIME AFTER WORK IS COMMENCED. I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.		Special Approvals	Required	
		Received	Not Required	
		ZONING		X
		HEALTH DEPT.		X
		FIRE DEPT.		X
		SOIL REPORT		X
IMPORTANT Before occupying any portion of the new structure, a Certificate of Occupancy must be issued by the Building Inspection Dept.		Signature of Contractor or Authorized Agent _____ (Date)		
		Signature of Owner (If Owner Builder) _____ (Date) 6/6/2016		

WHEN PROPERLY VALIDATED (IN THIS SPACE) THIS IS YOUR PERMIT

PLAN CHECK VALIDATION

CK.

M.O.

CASH

PERMIT VALIDATION

CK.

M.O.

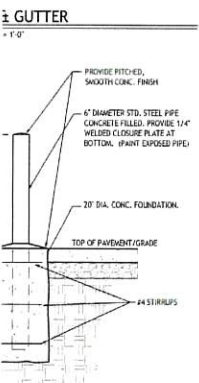
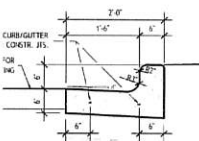
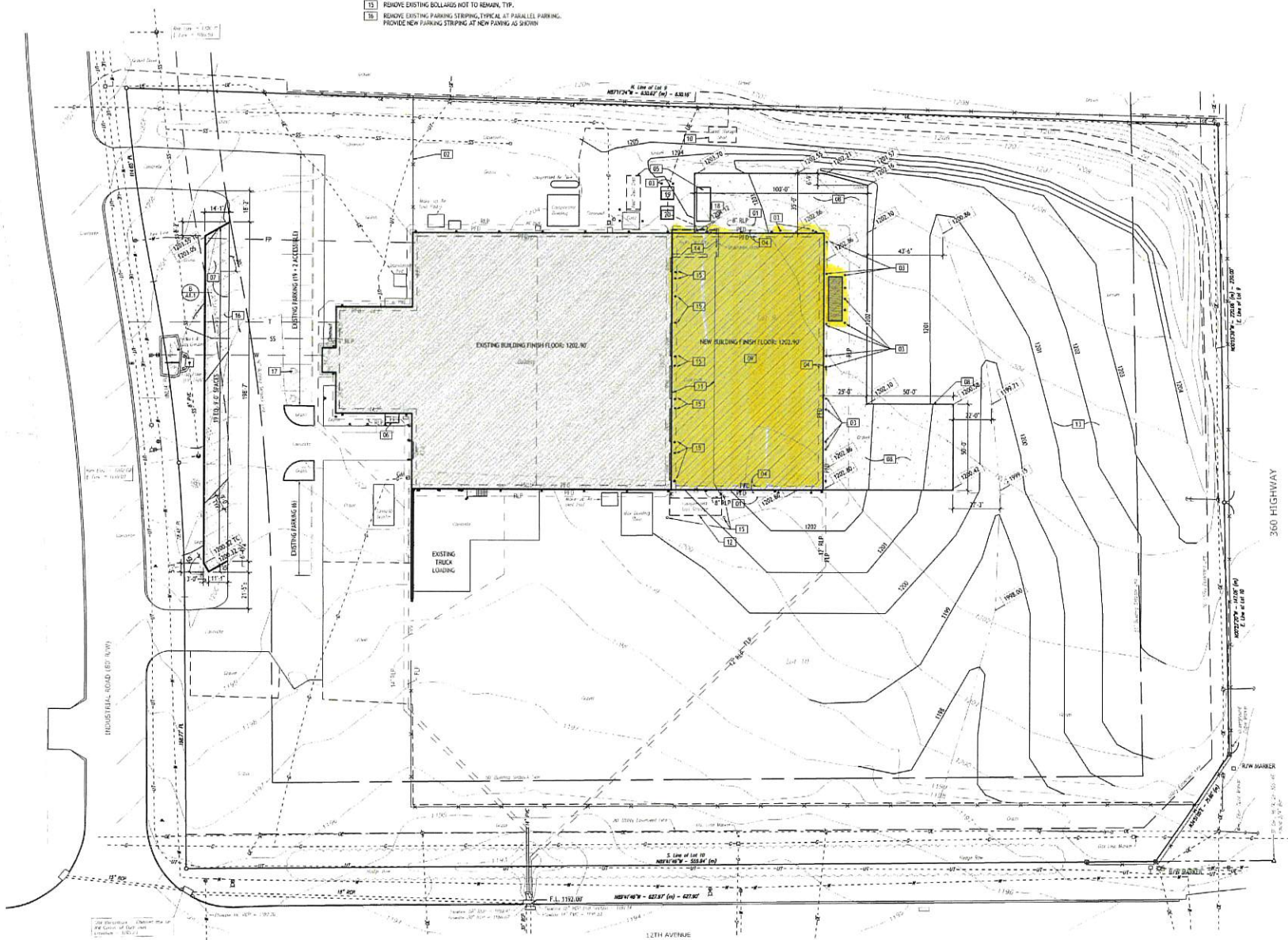
CASH



- GENERAL NOTES:
- TEMPORARY EROSION CONTROL BY GENERAL CONTRACTOR
 - NOTIFY ARCHITECT OF ANY UTILITIES ENCOUNTERED WHICH ARE NOT SHOWN ON THE SURVEY
 -
 -
 -

PHONE
N
I
IFE
E
AD
PE
AN LEADER PIPE

- KEYED NOTES:
- 01 NEW 12" PVC RAIN LEADER PIPING, TIE IN TO DOWNSPOUTS AND SLOPE TO STORM WATER SYSTEM
 - 02 REMOVE AND REPLACE EXISTING FENCE AS REQUIRED FOR CONSTRUCTION ACCESS
 - 03 BOLLARDS, SEE PLAN FOR LOCATIONS. SEE DETAIL 27A.1
 - 04 PERFORATED FOUNDATION DRAIN, TIE INTO DRAINAGE SYSTEM AND SLOPE TO STORM WATER SYSTEM
 - 05 REMOVE AND RELOCATE HEAT TREAT, BY OWNER
 - 06 NEW CONCRETE PAD FOR CONDENSERS, COORDINATE WITH MECHANICAL
 - 07 1" CONC. W/ 6#4 REIN. SUNK 9" DEEP ON CHAIRS OVER 4" ABS SUB-BASE. THICKEN EDGE OF SLAB & FIN TO EXISTING SLAB W/ 1/2" X 18" SMOOTH DOWNLAYS @ 24" O.C.
 - 08 8" CONC. W/ 6#4 REIN. DOWNLAYS ON CHAIRS OVER TREATED SUB-GRADE/SUB-BASE ON 9" ABS SUB-BASE
 - 09 SEE FLOOR PLAN
 - 10 OWNER TO RELOCATE DIESEL STORAGE TANK/SHED AS DIRECTED BY FIRE MARSHALL
 - 11 REMOVE EXISTING CONCRETE PAVING, PREP FOR NEW CONCRETE SLAB
 - 12 REMOVE EXISTING COMPRESSED GAS STORAGE BUILDING, COORDINATE SCHEDULE WITH OWNER
 - 13 SALVAGE EXISTING GRAVEL REGRADE AND REUSE AT GRAZES SHOWN
 - 14 REMOVE EXISTING HYDRO TREAT BAY AND CONCRETE PAVING, REMOVE EXISTING TRENCH DRAIN AND PREP FOR NEW
 - 15 REMOVE EXISTING BOLLARDS NOT TO REMAIN, TYP.
 - 16 REMOVE EXISTING PARKING STRIPING, TYPICAL AT PARALLEL PARKING. PROVIDE NEW PARKING STRIPING AT NEW PARKING AS SHOWN
 - 17 NEW HANDICAPPED PARKINGS AND STRIPING
 - 18 REMOVE EXISTING SIGN, SALVAGE FOR OWNER
 - 19 NEW ELECTRIC TRANSFORMER / SERVICE, SEE ELECTRICAL. VERIFY SERVICE FEED / TRANSFORMER LOCATION WITH UTILITY/CITY. COORDINATE RELOCATION OF HEAT TREAT EQUIP. IS ASSOCIATED GAS PIPING WITH NEW ELECTRICAL.
 - 20 NEW ELECTRIC EAST SERVICE SWITCHGEAR, SEE ELECTRICAL. VERIFY LOCATION.



RD
SCALE: 1" = 30'-0"

gordon & assoc.
ARCHITECTURE
120 West Broadway, Suite 400
Winfield, Kansas 67156

**WINFIELD ECONOMIC DEVELOPMENT
FLUID KINETICS ADDITION & REMODEL**
1108 INDUSTRIAL BLVD.
WINFIELD, KANSAS 67156

REVISION
PHASE III -
CONSTRUCTION DOCUMENTS
01 REVISED 04-25-16

Date: 04.04.16
Project Number: 12145
Sheet Position: A1.1

PLAN MARKS:

W# Wall Footing and Foundation Mark, See Schedule on Sheet S2.2

BOF Bottom of Footing Elevation

17 Concrete Column and Footing Mark, See Schedule on Sheet S2.2

18 Steel Column Mark, See Schedule on Sheet S2.2

19 Concrete Column and Footing Mark, See Schedule on Sheet S2.2

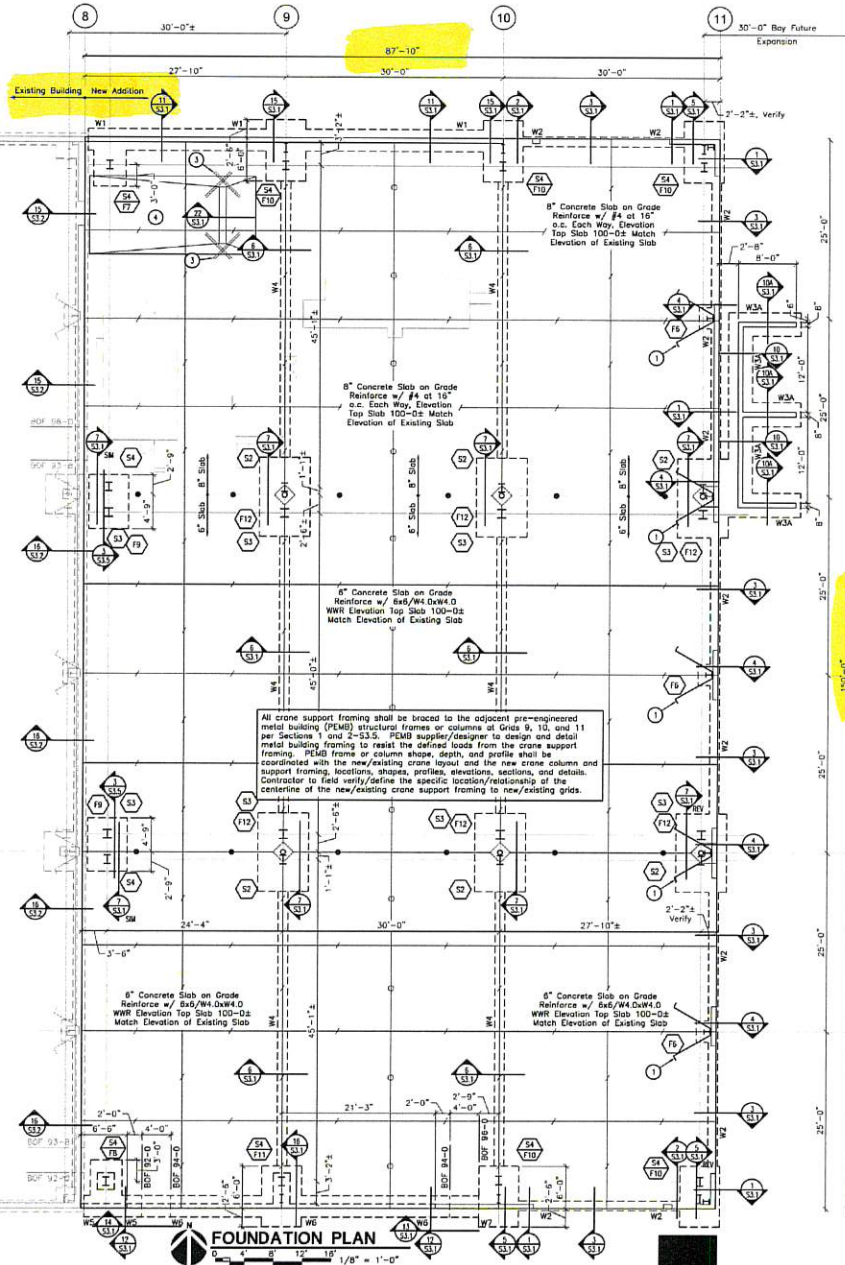
REFERENCED PLAN MARKS:

- 1 #5x14-6 Hairpin cast in floor slab around anchor bolts.
- 2 Carefully chip and remove existing concrete from around existing hairpin. Clean and protect existing hairpin until new slab infill is placed.
- 3 2-#4x5-0 re-entrant slab bars at slab mid-depth at each corner of floor drains, typical.
- 4 Slope floor slab to floor drain, see Architectural. Maintain defined slab thickness.
- 5 Cranes shall not be operated west of Grid 4 during demolition, excavation, footing installation, and slab infill procedures until concrete slab repairs have obtained design strength for Footing Marks F1, F4, and F13 adjacent to Grids C and F.

PLAN NOTES:

1. See General Structural Notes on Sheet S2.1 for additional notes and information.
2. Center column footing below centerline of steel columns or metal building columns or frames unless noted otherwise. Coordinate dimensional location of building columns and frames with the metal building shop drawings. Center exterior trench footings below masonry walls, U/S.D.
3. See Detail 18-S3.1 for Typical Corner Bar Detail.
4. See Detail 19-S3.1 where subgrade plumbing or electrical conduit lines occur within 2'-0" of bottom of footing elevation.
5. See Architect drawings for all exterior final grade elevations and all site paving locations and details.
6. Verify all perimeter building dimensions with metal building supplier.
7. See Detail 1-S2.1 for Typical Earthwork Detail.
8. See Detail 21-S3.1 for Typical Masonry Control Joint Detail.

- Slab Contraction Joint per Detail 20-S3.1
- Slab Dowelled Construction Joint per Detail 17-S3.2
- Slab Dowelled Construction/Contraction Joint (Contractor's Option) per Detail 17 or 18-S3.2 as Applicable



gordon & assoc.
ARCHITECTURE
1108 INDUSTRIAL BLVD.
WINFIELD, KANSAS 67156

WINFIELD ECONOMIC DEVELOPMENT
FLUID KINETICS ADDITION & REMODEL
1108 INDUSTRIAL BLVD.
WINFIELD, KANSAS 67156

Revision
A 05-25-16

Date 04.04.16
Project Number

12145

Sheet Number
S1.1

DWA DUNN, WILSON AND ASSOCIATES, P.A.
4301 Lusk Ave Suite 200 Winfield, KS 67151-1314
316-263-7511 • www.dwa.com
DWA Proj 12145.00 S1.1 H 1/18-04/15-1A 5/25/2016 (JH) (1/9)

Certificate of Occupancy

City of Winfield Department of Building Inspection

This certificate issued pursuant to the requirements of Section 110 of the International Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the city regulating building construction or use. For the following:

Use Classification Ind. Addition Bldg Permit No. 16-217
Group F Type of Construction II-N Use Zone I-2
Owner of Building WINFIELD ECONOMIC DEVELOPEMENT INC
Building Address 1108 INDUSTRIAL RD



Building Official

Date: 5-19-17

Parcel ID: 018-177-26-0-10-04-003.00-0

Quick Ref: R5804

Tax Year: 2019

Run Date: 10/18/2019 1:39:03 PM

OWNER NAME AND MAILING ADDRESS

WINFIELD ECONOMIC DEVELOPEMENT I

PO BOX 917
WINFIELD, KS 67156

PROPERTY SITUS ADDRESS

1108 INDUSTRIAL RD
Winfield, KS 67156

LAND BASED CLASSIFICATION SYSTEM

Function: 3324 Plastic mfg. Sfx: 0
 Activity: 3110 Primarily plant or factory-type
 Ownership: 1100 Private-fee simple
 Site: 6000 Developed site - with building

GENERAL PROPERTY INFORMATION

Prop Class: C Commercial & Industrial - C
 Living Units:
 Zoning: I-2
 Neighborhood: 860 860- Winfield Commercial
 Economic Adj. Factor:
 Map / Routing: /
 Tax Unit Group: 010-010

TRACT DESCRIPTION

WINFIELD INDUSTRIAL PK REPLAT, Lot 9 & 10,
ACRES 6.16

R5804 11/07/2018

Image Date: 11/07/2018

PROPERTY FACTORS

Topography: Level - 1
 Utilities: All Public - 1
 Access: Paved Road - 1
 Fronting: Secondary Street - 3
 Location: Commercial/Industrial Park - 7
 Parking Type: On and Off Street - 3
 Parking Quantity: Adequate - 2
 Parking Proximity: On Site - 3
 Parking Covered:
 Parking Uncovered:

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
11/07/2018	11:18 AM	10	P	353	Jarrod Chalmers	5
10/12/2017	10:30 AM	10	P	350		
11/03/2016	3:16 PM	1	P	350	Mike	5

SALES INFORMATION

Date	Type	Sale Amount	Src	Validity	Inst Type	COV
12/01/2000	1	6,200	3	1		013096

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
18-065	20,000		02/20/2018	O	0
16217	1,000,000	Commercial Addition	06/06/2016	C	100
10089	6,000	Commercial Building	05/13/2010	C	100

RECENT APPEAL HISTORY

Tax Year	Hearing Date	Appeal Level	Case Number	Status	Final Action	Results Code	Hearing Value
2012	05/09/2012	INF	INF-65-2012	C	A	CE	668,150

2019 APPRAISED VALUE

Cls	Land	Building	Total
C	54,030	1,111,520	1,165,550
Total	54,030	1,111,520	1,165,550

2018 APPRAISED VALUE

Cls	Land	Building	Total
C	31,050	1,593,220	1,624,270
Total	31,050	1,593,220	1,624,270

PARCEL COMMENTS

GenFlag: COMMERCIAL/INDUSTRIAL I&E FORM; Prop-Com: XX-EDX 2008-7844-EDX; App-Com: INF-65-2012-

MARKET LAND INFORMATION

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
Acre	1-Primary Site - 1	6.16											38	3.05	10,820.00	6,763.00	9,508.00	54,030

Total Market Land Value 54,030

CLCENTRAL Property Record Card

Parcel ID: 018-177-26-0-10-04-003.00-0

Quick Ref: R5804

Tax Year: 2019

Run Date: 10/18/2019 1:39:03 PM

GENERAL BUILDING INFORMATION

LBCS Structure Code: 2610-Light industrial structures and facilities

Bldg No. & Name: 1 FLUID KINECTICS

Identical Units: 1 No. of Units:

Unit Type:

MS Mult:

MS Zip:

APARTMENT DATA

1 2 3 4 5 6 7 8

Units:

BR Type:

Baths:

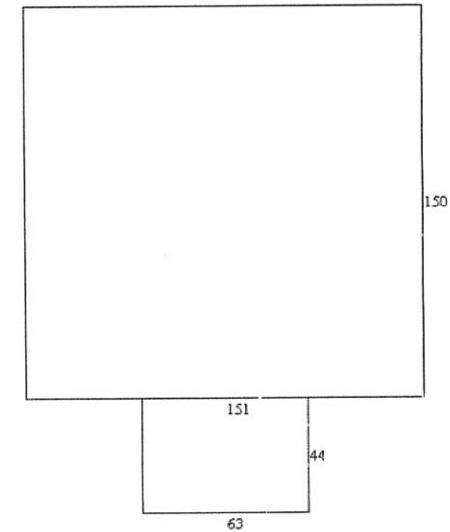
IMPROVEMENT COST SUMMARY

CALCULATED VALUES

FINAL VALUES

Building RCN:	1,825,000	Cost Land:	54,030	Value Method:	COST
Mkt Adj: 100	Eco Adj:	Cost Building:	1,111,520	Land Value:	54,030
Building Value:	1,065,030	Cost Total:	1,165,550	Building Value:	1,111,520
Other Improvement RCN:	110,360	Income Value:	268,700	Final Value:	1,165,550
Other Improvement Value:	46,490	Market Value:		Prior Value:	1,624,270
		MRA Value:			

BUILDING COMMENTS



SKETCH VECTORS

A0CU44X63A1U44L44CU150X151H

COMMERCIAL BUILDING SECTIONS & BASEMENTS

Sec	Occupancy	MSCIs	Rank	Yr Blt	Eff Yr	Levels	Stories	Area	Perim	Hgt	Phys	Func	Econ	OVR %	Rsn	Inc Use	Net Area	Cls	RCN	% Gd	Value
1	494-Industrials, Light Mftg.	S	2.33	2001		01 / 01		2,772	151	14	3	3				044			179,487	53	95,130
2	494-Industrials, Light Mftg.	S	2.33	2001		01 / 01		22,650	539	24	3	3				044			1,201,062	53	636,560
3	494-Industrials, Light Mftg.	S	2.33	2016		01 / 01		8,100	270	24	3	3				044			444,447	75	333,340

OTHER BUILDING IMPROVEMENTS

No.	Occupancy	MSCIs	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	RCN	%Gd	Value
1	162-Outbuildings	W	2.00	1	2007			10		8		1	3	3					2,202	19	420
2	133-Prefabricated Storage Shed	D	2.00	1	2007			324		8	18 X 18	1	3	3					4,834	53	2,560
3	162-Outbuildings	S	2.00	1	2001			10		8		1	3	3					47,094	14	6,590
4	133-Prefabricated Storage Shed	D	4.00	1	2007			300		8	30 X 10	1	3	3					7,116	53	3,770
5	162-Outbuildings	S	2.00	1	2007			10		8	12 X 20	1	3	3					5,328	19	1,010
6	133-Prefabricated Storage Shed	D	4.00	1	2007			300		8		1	3	3					7,116	53	3,770
7	133-Prefabricated Storage Shed	D	2.00	1	2011			450	86	8	25 X 18	1	3	3					6,111	62	3,790
8	163-Site Improvements	P	0.50	1	2008			240		8	20 X 12	1.00	1	1					3,790	13	490
9	163-Site Improvements	P	1.00	1	2018			10	120	8	40 X 40	1.00	3	3					26,768	90	24,090

COMMERCIAL BUILDING SECTION COMPONENTS

Sec	Code	Units	Pct	Size	Other	Rank	Year
1	612-Warmed and Cooled Air		100				
1	683-Wet Sprinklers	2,772					
1	916-Single -Metal on Steel Frame		100				

OTHER BUILDING IMPROVEMENT COMPONENTS

No.	Code	Units	Pct	Size	Other	Rank	Year
1	8207-Fence, Chain Link	770		10			
3	8356-Paving. Concrete with Base (hea	6,364		10			

Parcel ID: 018-177-26-0-10-04-003.00-0

Quick Ref: R5804

Tax Year: 2019

Run Date: 10/18/2019 1:39:03 PM

Sec	Code	Units	Pct	Size	Other	Rank	Year				
1	8011-Porch, Raised Enclosed, Solid W	120						5	8356-Paving. Concrete with Base (hea	240	10
2	606-Space Heater		100					5	8356-Paving. Concrete with Base (hea	240	
2	916-Single -Metal on Steel Frame		100					5	8356-Paving. Concrete with Base (hea	240	
2	8621-Dock Levelers, Hydraulic	2						8	8091-Carport, Gable Roof	240	
3	606-Space Heater		100					9	8091-Carport, Gable Roof	1,600	
3	916-Single -Metal on Steel Frame		100								

Tax Year: 2019	PROPERTY WORKSHEETS PPRL005	Date - Time: 3/14/2019 - 9:33:50 am
Name ID: CONT00012	Name: CONTROL COMPONENTS INC	Doc. #: 8152

Taxpayer ID: CONT00012 Tax Year: 2019
 Tax Unit: 10 WID 465 WINFIELD
 Class: C Commercial
 Property Location: 1105 INDUSTRIAL RD - 67156
 Email: _____

COWLEY COUNTY - APPRAISER
 COWLEY CO. APPRAISER LORI REEDY
 PO BOX 641 321 E 10th Ave
 Winfield, KS 67156
 820-221-5436 Phone 820-221-5442 Fax
COWLEY CO APPRAISER
 Signature _____
 For Office Use Only: _____

CONTROL COMPONENTS INC

22591 AVENIDA EMPRESA
 SANTA MARGARITA, CA - 92688

Received: DATE MAR 14 2019
 Valued: Rec'd
 Computer: Audited Type
Valued
Data Entry

Notice: Pursuant to K.S.A. 79-308, and amendments thereto, this statement must be signed by the personal property owner, or the person who is required by K.S.A. 79-303, and amendments thereto, to list personal property on behalf of the owner. In addition, if this statement is prepared by a tax preparer, it must also be signed by the preparer, certifying that the statement is true and correct. The penalty for late filing is 5% per month up to a max of 25%, penalty for failure to file is 50% (K.S.A. 79-301, 79-303, 79-306, 79-1422).

CHECK ONE AND SIGN BELOW. Filing deadline is March 15, 2019.

☒ YES: I DO HEREBY CERTIFY THAT THIS INVENTORY WORKSHEET CONTAINS A TRUE AND CORRECT LIST OF ALL PERSONAL PROPERTY IN COWLEY COUNTY OWNED OR HELD BY ME ON THE FIRST DAY OF JANUARY SUBJECT TO PERSONAL PROPERTY TAXATION UNDER THE LAWS OF THE STATE OF KANSAS

☐ NO: I DO HEREBY CERTIFY THAT I DID NOT OWN OR CONTROL ANY PROPERTY IN COWLEY COUNTY SUBJECT TO PERSONAL PROPERTY TAXATION ON THE FIRST DAY OF JANUARY

8002365587

By: Owner's Signature	Date	Printed Name	Phone Number
<u>Eduardo Alvizuri</u>	<u>03/14/19</u>	Eduardo Alvizuri	Assistant Controller 949-835-8035
By: Preparer's Signature	Date	Printed Name	Relation to Owner Phone Number

DETAIL ITEMS

--Machinery & Equip--

Type	Item #	Year	Description	VIN #	Item Cost	Purch. Date	Sold Date
2.5	59	0	HERCULES LATHE		9131	10/1/1987	
2.5	72	0	HOLE DRILLING MACHINE		28010	11/1/1988	
2-5	99	0	RANSOME-POWER-ROLL		4725	7/1/1993	
2-5	100	0	RADIAL-DRILL		3675	7/1/1993	
2-5	104	0	REM-2-30-ROLLS		4500	8/1/1994	
2-5	105	0	PIPER-3-POWER-ROLL		3345	8/1/1994	
2-5	107	0	WELDER		7187	8/1/1994	
2-5	108	0	MILLERMATIC		1658	8/1/1994	
2-5	113	0	PIPER-3-POWER-ROLL		3940	11/1/1994	
2.5	114	0	LATHE		2500	12/1/1994	
2.5	115	0	DRILLING MACHINE		13894		
2.5	131	0	90/30 POWER ROLL		14219		
2-5	132	0	EDDER-ROLL		5140		
2-5	133	0	PLASMA-CUTTER		2346		
2.5	142	0	6,000# HOIST		3669	6/1/1997	
2.5	143	0	6.7 POWER ROLL		6450	7/1/1997	
2.5	145	0	TORQUE MULTIPLIER		1693	7/1/1997	
2.5	146	0	MILLER CP-2000 WELDER		1483	8/1/1997	
2.5	148	0	5-PHASE DRIVER		5111	9/1/1997	
2-5	149	0	BISON-JAW-CHUCK		2008	9/1/1997	
2-5	150	0	SHAFT-RAIL		1970	9/1/1997	

4448

Tax Year: 2019

PROPERTY WORKSHEETS
PPRL005Date - Time:
3/14/2019 - 9:33:50 am

Name ID: CONT00012 Name: CONTROL COMPONENTS INC



Doc. #: 8152

2.5I 237 0	MINI PIPER TURNING POWER	1486		
2.5I 238 0	TANK TURNING ROLL	12205		
2.5I 239 0	RADIAL DRILLING MACHINE	27330		
2.5I 240 0	INSTA CELL EQUIP ANDON	34306	4/1/2017	
2.5I 241 0	IRON WORKER MACHINE	25875	4/1/2017	
2.5I 242 0	HYDRO TEST BAY	101254	4/1/2017	
2.5I 243 0	PIPE BEVEL MACHINE	93974	8/1/2017	
2.5I 244 0	NORTH OVERHEAD CRANE	35234	8/1/2017	
2.5I 245 0	SMTCL VMC 2100B MILL	244170	9/1/2017	
2.5I 246 0	HYUNDAI L300LMSA	176000	9/1/2017	
2.5I 247 0	KINGSTON CL58X4000	231000	9/1/2017	
2.5I 248 0	EXPANSION GAGES, TOOLING	105046	9/1/2017	
2.5I 249 0	SOUTH OVERHEAD CRANE	27225	9/1/2017	
2.5I 250 0	CENTER OVERHEAD CRANE	36393	9/1/2017	
2.5I 251 0	PLANT CAMERA SYSTEM	19815	12/1/2017	
	EVO SILENCER VAVE	131200	5/1/2018	
	EVO SIZING TOOL	24510	5/1/2018	
	MAIN OFFICE UPGRADE	53532	6/1/2018	
	HEAT TREAT FURNACE UPGRADES	16401	6/1/2018	
	VISUAL FACTORY UPGRADES	17153	11/1/2018	
	SHOP WORK CELL IMPROVEMNTS	73928	11/1/2018	

1,130,292

Tax Year: 2019

PROPERTY WORKSHEETS
PPRL005Date - Time:
3/14/2019 - 9:33:50 am

Name ID: CONT00012 Name: CONTROL COMPONENTS INC



Doc. #: 8152

2.5	151	0	DUMORE DRILL	3351	9/1/1997	
2.5	156	0	ROLLER MACHINE	1648	10/1/1997	
2.5	157	0	TSP15 TAILSTOCK	1748	10/1/1997	
2.5	159	0	CF-302 DC ARC	2756	12/1/1997	
2.5	163	0	FORKLIFT	11350		
2.5	164	0	ELECTRIC HOIST & TROLLEY	2964		
2.5	165	0	DRILL MACHINE	4620		
2.5	170	0	TURNING ROLLS	8490		
2.5	177	0	75HP INGERSOLL RAND AIR C	8895		
2.5	179	0	WELDING MACHINE W/FEDER	3582		
2.5	182	1983	CLARK FORKLIFT	22000		
2.5	183	0	REBUILT EXISTING DRILL MA	9343		
2.5	186	1991	TAYLOR FORKLIFT MODEL TR-	21000		
2.5	188	0	2 8X40 STORAGE BOXES	4000		
2.5	190	0	WELD PLUS 2000 PONTIOWER	8400		
2.5	191	0	HEAT TREATMENT CONTROL SY	22000		
2.5	192	0	TANK TURNING ROLL	12000		
2.5	193	0	VINYL CUTTER	5080		
2.5	194	0	3 TON CHAIN HOIST & TROLL	6849		
2.5	195	0	TOOL BENDING	6038		
2.5	204	0	5 CRAIN WAYS WALKS	0		
2.5I	196	999	TANK TURNING ROLL	12205		
2.5I	197	999	RADIAL DRILLING MACHINE	27330		
2.5I	198	999	PLATE BENDING ROLL	15868		
2.5I	199	999	AUTOMATIC PLASMA CUTTER	48620		
2.5I	200	999	TANK TURNING ROLL	12000		
2.5I	201	999	WELDING MACHINE	12500		
2.5I	202	999	JIB CRANE & HOIST	8562		
2.5I	203	2007	TRLR PARK? COMMER TAG	7963		
2.5I	205	999	WELDING VENTILATION	150154		
2.5I	206	999	VERTA LIFT	5902		
2.5I	207	999	MIC 10 HARDNESS TESTER	10011		
2.5I	208	999	FMI GUN MACHINE	28697		
2.5I	209	999	2013 BIG TEX TRAILER	3067	11/1/2012	
2.5I	210	999	RADIAL ARM DRILL	34000	2/1/2012	
2.5I	211	999	S HEAT TRETMENT EQUIPMENT	211623	6/1/2013	
2.5I	212	999	S LINCOLN LST WELDER	12302	6/1/2013	
2.5I	213	999	UNIT ROLLS	15700	6/1/2013	
2.5I	214	999	S 10K LB ROTARY TABLE	31000	9/1/2013	
2.5I	215	999	FORKLIFT	152874	11/1/2013	
2.5I	216	999	OVERHEAD CRANE NORTH BAY	35026	10/1/2013	
2.5I	217	999	INTEGRATING SOUND LEVEL M	10508	12/1/2013	
2.5I	218	999	HEAT TREATMENT EQUIP	211623	6/1/2013	
2.5I	219	999	LINCOLN LST WELDER	12302	6/1/2013	
2.5I	220	999	UNIT ROLLS	15700	6/1/2013	
2.5I	221	999	S 10K LB ROTARY TABLE	31000	9/1/2013	
2.5I	222	999	FORKLIFT	152874	11/1/2013	
2.5I	223	999	OVERHEAD CRANE NORTH BAY	35026	10/1/2013	
2.5I	224	999	INTEGRATING SOUND LEVEL M	10508	12/1/2013	
2.5I	225	2014	UNIT ROLLS	15996		
2.5I	226	2014	TIG WELDER	10736		
2.5I	227	2014	MANUFACTURING WELDER	9843		
2.5I	228	2014	TORNADO SHELTER	37000		
2.5I	229	2014	HEAT TREAT ANDON BOARD	17300		
2.5I	230	0	SUB-ARC WELDER DESUPERHEA	52000		
2.5I	231	0	ASSEMBLY TURN TABLE	21050		
2.5I	232	0	MFG WELDER PIPE FITTER	11981		
2.5I	233	0	ASSEMBLY UNIT ROLLS	27454		
2.5I	234	0	DESUPERHEATER ROTARY TABL	19000		
2.5I	235	0	ATLAS PIPEMATE	1393	8/1/1997	
2.5I	236	0	ATLAS IDLER ROLL	1430	10/1/1997	





A CCI Company

"The Noise Control Experts"

Steam Vent Silencers

**Gas Blowdown
Silencers**

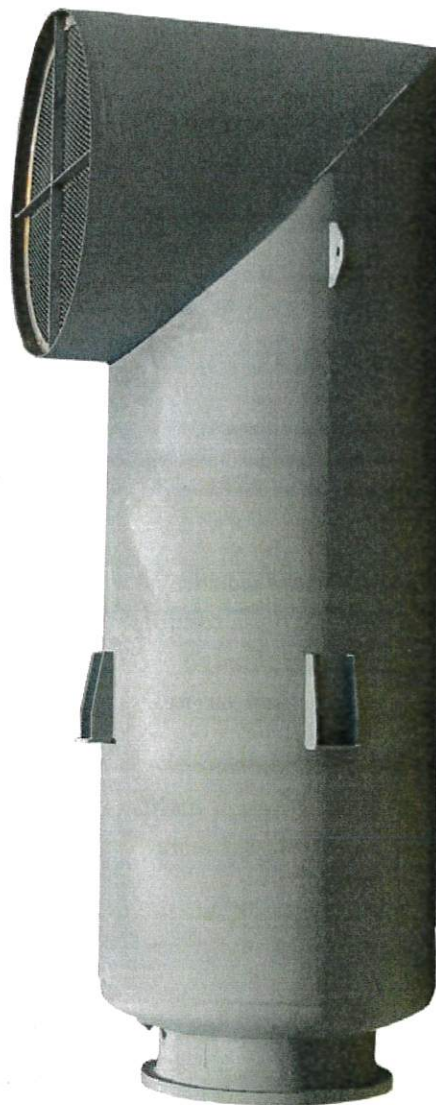
**I/C Engine Exhaust
Systems**

**Gas Turbine Exhaust
Systems**

HRSG Stack Silencers

**Compressor Inline
Silencers**

And More...



ASME



- **37 years of technical expertise... and counting**
- **Ability to customize**
- **Fastest turn-around time in the industry**
- **Manufacturing capability and excellent product quality**



Our mission is to be the world leader in meeting the noise control needs of our customers through excellence of products and services.

Our goal is to provide on time delivery of products. Internal audits show that we meet this goal more than 95% of the time.

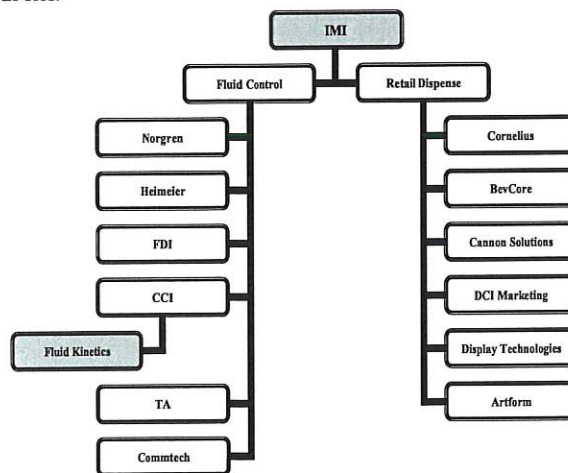
Fluid Kinetics (FK), the noise control expert, is a premier supplier of silencers in the U.S. and abroad. Our product line includes blowdown, vent and exhaust silencers, and pulsation dampeners spanning several industrial applications.

Fluid Kinetics is a company you can count on! From its inception in 1969, FK has worked to build a reputation around quality and reliability. Even after over 37 years of quality solutions to the power, petrochemical and pulp & paper markets, we remain focused on delivering exceptional customer service and products that are engineered for a lifetime of service. We provide prompt progress updates and support for any questions you might have.

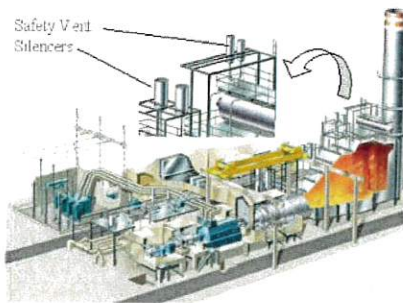
In 2003, Fluid Kinetics was acquired by CCI, the world's leading manufacturer and supplier of severe service control valve solutions. CCI is part of IMI - a dynamic international company delivering innovative engineering solutions to customers around the globe (www.imiplc.com). IMI businesses share a common goal - to convert their industry knowledge and market insight into customized, engineered solutions that create customer advantage and value.

Fluid Kinetics and CCI invest heavily in research and development. Such advanced research gave birth to FK's new, lightweight EVO silencer backed by patented technology. In 2005, a new patent was approved for a flexible joint design for use in steam venting applications.

FK is staffed by a dedicated team of engineers who pay close attention to detail and craft each product to your specific applications. All our products are custom designed to the specific operating conditions at your site.



Fluid Kinetics is part of CCI whose parent company IMI is headquartered in Birmingham, UK



3D Representation of a typical power plant



EVO

Blowdown/Vent Silencer [Models BOS and EVO]

In a safety relief system, the primary release of noise energy occurs at the open stack exit. The BOS and EVO silencers are installed either within the stack or at the stack outlet to intercept this noise before it escapes into the environment. FK's blowdown silencers combine both dissipative and reactive noise reduction technologies in a highly efficient design. The result is attenuation you can count on for the long-term.

Features

- Varying degrees of required noise reduction for the release of high pressure gas and steam into the atmosphere.
- Custom-built and designed to fit the conditions at individual customer sites.
- Relative to its size, the EVO silencer provides dramatic improvements in acoustic performance and its design offers significant reduction in overall silencer height and weight.
- Our silencers can be installed conventionally at the stack outlet or even between the valve and vent stack. We are not limited to any configuration!
- Modular designs that are very portable and easy to install.
- Available with several customizable options including bellows seals [SBS], joints, ducts and transition elbows.

Typical Applications

- Safety Relief Valve Systems.
- Compressor Station Blowdown.
- Auxiliary Steam Vent.
- Steam Ejector Discharge.
- Air Compressor Vents.
- Boiler Blowdown.
- Process Vents.
- Start-up Vents.
- Piping Cleanout Blowdown.



CTS - Turbine/HRSG Exhaust Silencer



CTS - Compressor station GT exhaust systems



EES' reactive chambers are custom designed and reliable

Gas Turbine/HRSG Exhaust Silencer [Model CTS]

FK's CTS silencers provide the required attenuation for predominant, very high frequency noise. The rugged silencer panel is designed to treat noise in the aggressive service conditions of turbine exhaust.

Features

- Modular acoustic panel with no welded or bolted joints that could be vulnerable to thermal cycling.
- Free expansion structural design.
- Operates at low pressure drop thereby ensuring minimal back pressure to your turbine system. This maintains the efficiency of your turbine.
- Easy to install slot and key design.
- For smaller systems, the CTS comes in cylindrical panels.

Typical Applications

- Simple Cycle Power Generation.
- Heat Recovery Steam Generators (HRSGs).

I/C Engine Exhaust Silencer [Model EES]

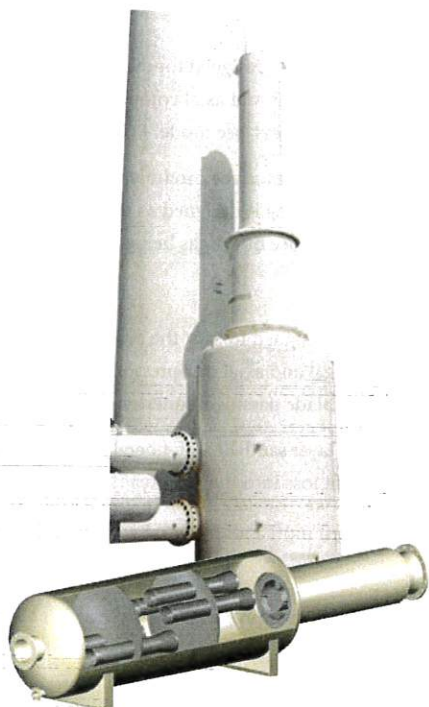
FK's EES silencer provides a custom-designed, reliable solution to the pulsation and noise problems caused by internal combustion engines.

Features

- Equipped with reactive chambers specifically tuned to the rpm of your engine. This practice is borne out of our quest for optimum performance.
- Optional 'burst disks' as a preventive measure against engine backfire. Best utilized during start-up or as an additional safety precaution.
- Optional 'absorptive section' for additional attenuation. This absorptive section will effectively control any anticipated higher frequency noise in addition to the low frequency noise typically generated by an I/C engine and will be embedded within the exhaust portion of the silencer.

Typical Applications

- Exhaust from internal combustion engines.
- Gas pipeline compressor stations.
- I/C engines for power generation plants.



RCS - Unique reactive design featuring effective pulsation control



CVS - Combination of reactive and absorptive noise control

Reactive Compressor Silencer [Model RCS]

This positive displacement compressor/blower silencer provides high performance flow path pulsation and noise control at constant rpm. The RCS is also very well suited for high amplitude, low frequency pulsations in critical environments with stringent noise control requirements.

In cases where the blower uses a liquid injection sealing/cooling system, our RCS silencer can be designed with an added water and mist separating function.

Features

- Maximum performance with minimal impact on blower efficiency.
- A unique reactive design that provides effective pulsation control at the blower's fundamental frequency.
- Time-tested design that features a tuned series of reflective internal obstructions to filter undesirable pressure pulsations from the flow stream.

Typical Applications

- Lobe type blowers used in air reduction plants.
- Positive displacement compressors.

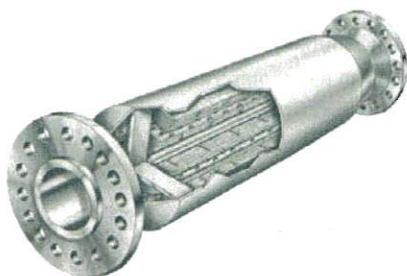
Control Valve Silencer [Model CVS]

Noise is a common control valve problem and it can sometimes get out of hand under severe conditions. For expert control valve noise reduction; turn to FK's CVS with exceptional noise control - up to 50dB reduction!

Each CVS silencer has a diffuser drilling pattern selected to provide a reshaped noise spectrum and optimum back pressure for the valve. The packed section is designed so that slot width and length can be varied to provide the correct attenuation of the diffuser noise spectrum.

Features

- Built to withstand the high pressure and high noise level downstream of pressure control valves.
- The combination of reactive and absorptive technologies makes for the ultimate weapon against control valve noise.
- Includes a high performance diffuser.
- May be used in conjunction with standard trim valves to eliminate the need for costly, maintenance-prone quiet trim valves.
- Pressure vessel construction.



CIS - Carefully configured glass fiber packing absorbs noise

Compressor Inline Silencer [Model CIS]

The CIS silencer is an absorptive type silencer, designed for the short acoustic wave lengths produced by centrifugal and axial compressors. (For lower speed, positive displacement compressors, see model RCS.)

Sound absorption takes place in the interstices of the carefully configured glass fiber packing within the CIS. The packing is designed so that its resistance matches the characteristic resistance of the gas being handled.

Features

- The custom sized inline silencer is designed to treat the broad spectrum noise created by centrifugal and axial compressors while specifically addressing the peak at blade passing frequency.
- Its packing is protected by a triple layer sandwich of fiberglass cloth and stainless steel screen to prevent loss into the gas stream.
- Pressure vessel construction.

Typical Applications

- Inlet or outlet of high speed dynamic compressors.

Gas Diffuser Silencer [Models GDS and GDI]

High pressure drop across a valve creates excessive noise as well as deterioration of some valve components. The gas diffuser is a reactive type silencer that helps protect the human ear and valve components by sharing this pressure drop.

These diffusers can be used in place of a more expensive valve trim to achieve a less noisy environment.

Features

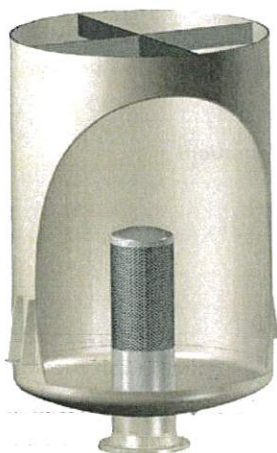
- Designed to control excessive inline valve noise.
- Shares pressure drop with the valve thus substantially reducing noise and wear.
- Can be installed immediately downstream of the system [model GDI, GDS] or at the system discharge to the atmosphere [GDV].

Typical Applications

- Can be used in conjunction with any control valve.



GDS Inline design... can be used in conjunction with any valve



Hush Pup Silencer - Simple yet effective

Hush Pup Vent Silencer [Model HPS]

The HUSH PUP is a non-packed, reactive silencer that expands incoming flow in order to create a frequency shift and consequently reduce vent noise. By careful design, this reduction can equal the overall quieting effect of older packed silencers. This simple, yet effective silencing concept has been tested and proven in over 4,000 applications as a component part of FK's line of vent silencers.

Features

- Effective silencing in non-critical applications.
- Will provide a 15 to 20 dB reduction on most vent applications (See Model EVO for more critical silencing).
- Designed like a pressure vessel, its inlet diffuser can be subjected to high pressure, high impact flow with no problems.
- Provides years of non-maintenance, trouble free service.

Typical Applications

- Steam relief valve discharge.
- Air compressor, gas plant, and product dump vents.
- Boiler blowdown lines.

Silencer Applications by Noise Source - Picking the right FK silencer for you...

Noise Source	Required Attenuation		
	Max (40-50dBa Reduction)	Moderate (15-40dBa reduction)	Minimal (10-15dBa reduction)
HRSG/Gas Turbine	CTS	CTS	CTS
Engine Exhaust	EES	EES	EES
Compressor	CIS ⁺	CIS ⁺	CIS ⁺
Blower	RCS	RCS	RCS
Inline Valve or Orifice	CVS ^{♥+}	CVS ^{♥+}	GDS ^{♥+} (Slip-in Design), GDI ^{♥+} (Inline Design), CVS ^{♥+}
Vent	EVO [♥]	BOS [♥] , EVO [♥]	GDV [♥] , HPS, BOS [♥] , EVO [♥]

♥ Offers Pressure drop sharing with equipment

+ Pressure Vessel Construction

The above table is intended as a guide. We recommend talking to one of our engineers before making a decision.

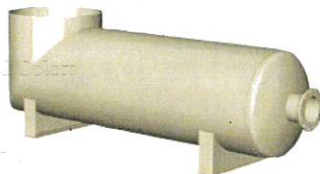


Vertical Silencer with Standard Weather Hood and Skirt Support, Side Inlet

Vertical Silencer with Horizontal Discharge Elbow



Vertical Silencer with Vertical Discharge Weather Hood



Horizontal Silencer With Vertical Discharge Elbow and Saddle Support



Silencer with integrated Bellows Seal [SBS]

Customize your silencer your way with a variety of options

Since all FK silencers are fully customizable, you have the flexibility of choosing which orientation best fits your site. Below are some examples:

We can custom design any configuration!

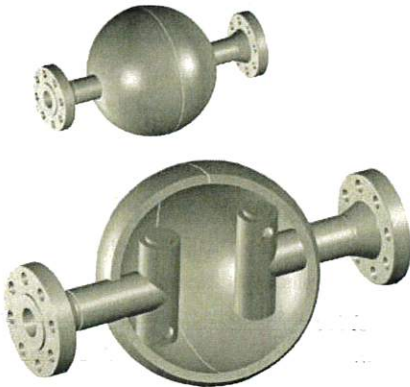
- Standard Vertical Orientation
- Horizontal Orientation
- Standard Weather Hood
- Vertical Discharge Weather Hood
- Skirt Support
- Saddle Support
- Standard Single Inlet
- Side Inlet
- Multiple Inlets
- Horizontal Discharge
- Vertical Discharge
- Inlet Expansion Joint
- Bird Screen
- Special Materials
- Variety of Coatings and Colors
- Timed Blowdown
- Removeable Inlet Nozzle
- Inspection Ports or Manways, Cleanout Blinds

Silencer Bellow Seal [Model SBS]

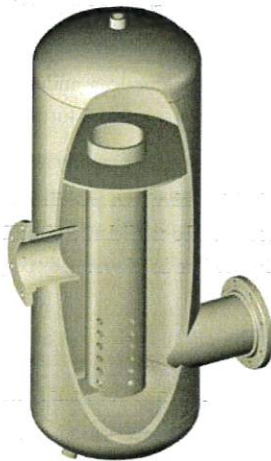
If you are looking for more cost effective options to absorbing thermal expansion, look no further than FK's Bellow Seals. This value-added feature integrates a low-pressure expansion joint within the silencer as an alternative solution to large thermal growth problems in interconnected vent piping.

Features

- Easily absorbs thermal movements from daily boiler activity predictably and inexpensively.
- Simplifies the piping stress analysis process.



Pulsation Dampeners



Suction Stabilizer



Acoustic Filter

Liquid Pulsation Damper [Model PDS]

FK's pulsation dampeners are inline devices specifically designed to eliminate pulsation and reduce maintenance in power pump discharge lines. All power pumps produce pulsation, some of which could be severe enough to cause problems depending on the system variables.

Generally used on multi-plunger pumps having a discharge pressure over 500 psi, FK's PDS reduces discharge pressure pulsation by approximately 75%.

Features

- Completely liquid filled with no moving parts means no need for maintenance or gas charging. Imagine never having to think about vibration again!
- Has a unique spherically shaped inline design that can withstand up to 6000 psi pressure.
- Can handle oil or water at varying discharge pressures.

Typical Applications

- Positive displacement pumps.

Suction Stabilizer [Model SSC]

On many power pump systems, suction conditions are far from ideal with cavitation and entrained gas problems. FK's SSC Stabilizer offers protection against these and more while making up for pressure head and ensuring smooth pump operation.

Features

- Installed directly at the pump suction in the upstream line.
- Built for long-term service so no need to replace parts.
- Easy to install with pre-labeled nozzles.
- Only minimal maintenance required.

Hydraulic Acoustic Filter [Model AFC]

Positive displacement pumps such as gear, piston, and screw pumps create undesirable pulsations at their discharge. FK's acoustic filter attenuates such pressure pulsations.

Features

- No moving parts, no gas charging.
- Supplied with customer's choice of material and end connections.

"The silencer you sold us is a big hit" - Calpine



How does FK deliver quality, custom-built solutions again and again?

Our mode of operation is simple really. We listen to exactly what you need and the specific requirements of your site, then we provide a personalized quote that incorporates this as well as our professional recommendations. Finally we optimize the silencer design to provide the best engineering solution.

The computerized design system used to size FK's silencers is a result of hundreds of tests run on prototype silencers and silencer/valve combinations. This testing is further supplemented by experience in building over 5000+ silencers. The result is solutions you can depend on and excellence in noise control.

Our manufacturing facility is certified for ASME, U, R and S stamps.

Each of our operators make their utmost effort to build quality into each and every product that comes out of our factory. A vast majority of FK business comes from repeat customers who enjoy the quality of our products and services.

With deliveries to Asia, Africa, Europe, The Americas, and Australia, Fluid Kinetics is continually providing noise control solutions globally.

We are aware that sometimes not all the specs are readily available and about the only thing predictable is change - change in project requirements, deadlines, even specs. That's ok with us because we are committed to you and ensuring that your silencer is designed to your exact specification.

We stand behind the quality of our products; talk to one of our engineers today, we are only a phone call away.

*"Should <we> ever need another silencer, <we> will be
contacting Fluid Kinetics" - Bluewater Energy Solutions*

11

FK Client Portfolio

FK has built a reputation for quality, reliable products and service, earning itself a burgeoning customer base!

<i>Air Liquide</i>	<i>El Paso</i>
<i>Airtechnics</i>	<i>Exxon Mobil</i>
<i>Alstom</i>	<i>FCX Performance</i>
<i>Anvil</i>	<i>Flowserve</i>
<i>BASF Fina</i>	<i>General Electric</i>
<i>Bechtel</i>	<i>Hitachi</i>
<i>Bharath Pumps and Compressors</i>	<i>Honeywell</i>
<i>Big West of California</i>	<i>Kinder Morgan</i>
<i>Black and Veatch</i>	<i>KBR Energy & Chemicals</i>
<i>Boyle Energy</i>	<i>National Oilwell Varco</i>
<i>Calpine</i>	<i>Nooter Eriksen</i>
<i>Chevron Texaco</i>	<i>Reliance Industries</i>
<i>City of Tallahassee</i>	<i>Southern Compnay</i>
<i>City of Victorville</i>	<i>Shaw Stone & Webster</i>
<i>Con Ed</i>	<i>Technip</i>
<i>Conoco Phillips</i>	<i>Tennessee Gas Pipeline</i>
<i>Dale Weaver</i>	<i>Tyco Valves</i>
<i>Deltak</i>	<i>Valero</i>
<i>Dow Chemical</i>	<i>Vogt Power</i>
<i>DuPont</i>	<i>Weatherford</i>
<i>Eastman Chemical Co</i>	<i>Williams</i>

Fluid Kinetics... The Noise Control Experts



Contact us at: sales@fluidkinetics.com

Visit us online at: www.fluidkinetics.com

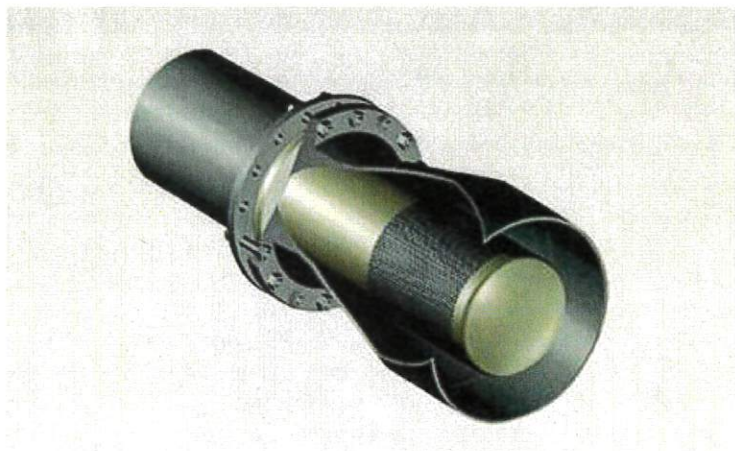
Phone: 620-221-2343 • Fax: 620-221-0755

1108 Industrial Road • Winfield, KS. 67156 • USA



IMI FLUID KINETICS

Search our product database using the product finder



Since 1969, IMI Fluid Kinetics has been a leading supplier of noise abatement solutions to the process industries, helping them to eliminate or limit noise in the most demanding environments.

Critical applications

- Power generation**
 Increasing demand for power has led to an increase in the number of power plants being built near residential areas. The high level of noise these plants emit needs to be managed through specialised sound abatement solutions such as those offered by IMI Fluid Kinetics. In addition, optimisation of pumping ensures reduction of vibrations and cavitation, enhancing the life of the equipment and the efficiency of operation.
- Oil & gas**
 The oil & gas sector needs to manage both its external noise emissions as a good corporate citizen, and the noise exposure for employees. IMI Fluid Kinetics offer a range of noise abatement solutions for both stakeholders. Dampeners and stabilizers ensure efficiency of pumping and extend the life of the equipment by reducing hammer, noise and vibrations.

Key technologies

- Steam vent and blowdown silencers**
 These silencers address the primary cause of noise in a safety relief system – the open stack exit. EVO silencers can be installed either within the stack or at the stack outlet to intercept noise before it escapes, using dissipative and reactive noise reducing technology.
- Exhaust silencers**
 Our CTS silencers address the very high frequency noise generated by turbine exhausts.
- Pulsation dampeners**
 Our pulsation dampeners eliminate pulsation and, because they have no moving parts, are virtually maintenance free.

Fast Facts

Founded:	1969
Joined IMI:	2003
Installed base:	5000
Employees:	51
Locations:	USA, India

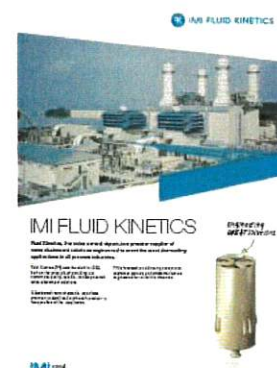
Contacts

Global sales:
imifk.sales@imi-critical.com
<mailto:imifk.sales@imi-critical.com>



<mailto:imifk.sales@imi-critical.com>
[Our locations \(/Contact-Us/Pages/IMI-Fluid-Kinetics.aspx\)](#)

Downloads



- Suction stabilizers
Suction stabilizers protect against cavitation and entrained gas problems, while making up for pressure head and ensuring smooth pump operation.

Aftermarket services

Through IMI CCI's extensive service capability, global service engineers and Valve Engineers® support all customers, optimising plant uptime and efficiency.

Latest News



</news/Pages/Valve-Doctor-programme-celebrates-20th-anniversary.aspx>
16 September 2019

[Read more](#)

</news/Pages/Valve-Doctor-programme-celebrates-20th-anniversary.aspx>



</news/Pages/Unconventional-support-for-the-unconventional-oil-and-gas-industry.aspx>
01 July 2019

[Read more](#)

</news/Pages/Unconventional-support-for-the-unconventional-oil-and-gas-industry.aspx>



</news/Pages/INWED-9>
17 June 2019

[Read more](#)

</news/Pages/INWED-9>

[Profile.pdf](#)
/Brands/PublishingImages/Pages/IMI-Fluid-Kinetics/IMI_FluidKinetics-Profile.pdf

Certificates

Americas:

[pdf](#) [Control Components Inc EMS OHSAS_Nov 2014.pdf](#)
/Brands/Documents/Control%20Components%20Inc%20EMS%20OHSAS_Nov%202014.pdf

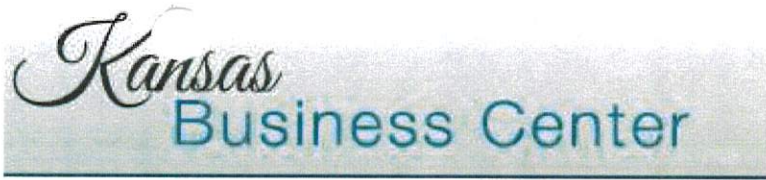
[pdf](#) [National Board R Certification.pdf](#)
</Brands/Documents/National%20Board%20R%20Certification.pdf>

[pdf](#) [Recert 0315.pdf](#)
</Brands/Documents/Recert%200315.pdf>

[pdf](#) [Wood Certificate and Stamp.pdf](#)
</Brands/Documents/Wood%20Certificate%20and%20Stamp.pdf>

[pdf](#) [ASME Boiler Parts Certificate.pdf](#)
</Brands/Documents/ASME%20Boiler%20Parts%20Certificate.pdf>

[pdf](#) [ASME Pressure Vessel Certificate.pdf](#)
</Brands/Documents/ASME%20Pressure%20Vessel%20Certificate.pdf>



Business Entity Search

Date: 11/06/2019

Be advised the business information on this page is for summary informational purposes only. It is not an official filing with the Secretary of State's office and should not be relied on as such. Please view actual documents filed by customers with the secretary of State's office to ensure accurate information. When filing a Uniform Commercial Code statement on an entity, consult with your attorney to ensure the correct debtor name.

Business Summary

Current Entity Name

CONTROL COMPONENTS INC.

Business Entity ID Number

3456811

Current Mailing Address: 22591 Avenida Empresa, Rancho Santa Margari, CA 92688

Business Entity Type: FOREIGN FOR PROFIT

Date of Formation in Kansas: 04/09/2003

State of Organization: DE

Current Status: ACTIVE AND IN GOOD STANDING

Resident Agent and Registered Office

Resident Agent: CORPORATION SERVICE COMPANY

Registered Office: 2900 SW Wanamaker Drive Suite 204, TOPEKA, KS 66614

Annual Reports

The following annual report information is valid for active and delinquent status entities only.

Tax Closing Month: 12

The Last Annual Report on File: 12/2018

Next Annual Report Due: 04/15/2020

Forfeiture Date: 07/15/2020

BOOK 0531 PAGE 667
STATE OF KANSAS

OFFICE OF
 SECRETARY OF STATE
RON THORNBURGH



To all to whom these presents shall come, Greetings:

I, RON THORNBURGH, Secretary of State of the State of Kansas,
 do hereby certify that the attached is a true and correct
 copy of an original on file and of record in this office.

STATE OF KANSAS 1 SS
 COWLEY COUNTY 1

FILED FOR RECORD AT

2:30 P.M.

MAR 03 1997 000875
 NANCY C. HORST
 REGISTER OF DEEDS

COMPARED ☒
 NUMERICAL ☐
 DIRECT ☒
 INDIRECT ☒
 RELOCATION ☒

IN TESTIMONY WHEREOF:

I hereto set my hand and cause to
 be affixed my official seal. Done
 at the City of Topeka, this day,
 February 20, 1997



Ron Thornburgh

RON THORNBURGH
 SECRETARY OF STATE

5 pages are attached to this certification

16th Harbaker, Roberts & St. Peter

BOOK 0531 PAGE 668

ARTICLES OF INCORPORATION
OF
WINFIELD ECONOMIC DEVELOPMENT, INC.

The undersigned incorporator, hereby forms and establishes a corporation NOT FOR PROFIT under the Laws of the State of Kansas

ARTICLE I

Name

The name of the Corporation is Winfield Economic Development, Inc.

ARTICLE II

Registered Office and Resident Agent

The registered office of the corporation in the State of Kansas is 900 Main, Suite 208 Winfield, Cowley County, Kansas 67156.

The registered agent at that address is Winfield Economic Development, Inc.

ARTICLE III

Purposes

This corporation is organized NOT FOR PROFIT and the objects and purposes to be conducted or carried on is:

1. To provide a community organization to promote the economic well being of Winfield, Kansas and its surrounding geographic area; to improve business conditions in the community; to help attract industry to the area.

2. To further such objects and purposes, the corporation shall have and may exercise all of the powers conferred by the laws of the State of Kansas upon corporations formed under the laws pursuant to and under which this corporation is formed, as such laws are now in effect or may at any time hereafter be amended. Specifically, this corporation shall have power to acquire, purchase, hold, lease, manage, operate, convey, mortgage and pledge such real and personal property in Kansas, other states of the United States and elsewhere, as shall be necessary or convenient to the transaction of its business and the realization of its objects and purposes.

BOOK 0531 PAGE 668

FILED
SECRETARY OF STATE
KANSAS
97 FEB 20 PM 3 35

BOOK 0531 PAGE 669

Articles of Incorporation

Page 2

PROVIDED, HOWEVER, that in all events and under all circumstance, and notwithstanding merger, consolidation, reorganization, termination, dissolution, or winding up of this corporation, voluntary or involuntary or by operation of law, the following provisions shall apply:

(a) This corporation shall not have or exercise any power or authority either expressly, by interpretation, or by operation of law, nor shall it directly or indirectly engage in any activity that would prevent this corporation from qualifying (and continuing to qualify) as an organization described in sec. 501(c)(6) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law).

(b) This corporation shall never be operated for the primary purpose of carrying on a trade or business for profit.

(c) No compensation or payment shall ever be paid or made to any member, officer, director, trustee, creator, or organizer of this corporation, or substantial contributor to it, except as an allowance for actual expenditures or services actually made or rendered to or for this corporation; and neither the whole nor any portion of the assets or net earnings, current or accumulated, of this corporation shall ever be distributed to or divided among any such persons; provided, further that neither the whole nor any part or portion of such assets or net earnings shall ever be used for, accrue to, or inure to the benefit of any member or private individual within the meaning of sec. 501(c)(6) of the internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law).

3. Upon the dissolution of this corporation, the governing body shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for such purposes as shall at the time qualify as an exempt organization or organizations under sec. 501(c)(6) of the internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law), as the governing board shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE IV

BOOK 0531 PAGE 669

BOOK 0531 PAGE 670

Articles of Incorporation
Page 3

Membership

This corporation will NOT have authority to issue capital stock, and the conditions of membership shall be fixed by the bylaws.

ARTICLE V

Incorporators

The name and mailing address of the incorporator(s) is/are:

Rodger E. Steffen, 3204 Bolero Ct., Winfield, Kansas 67156

ARTICLE VI

Directors

The powers of the incorporators are to terminate upon the filing of these Articles of Incorporation, and the name and mailing address of each person who is to serve as director until the first annual meeting of members or until their successors are elected and qualified, are:

Rodger E. Steffen, 3204 Bolero Ct., Winfield, Kansas 67156

Jill P. Long, 900 Main, Suite 208, Winfield, Kansas 67156

Warren Porter, 1302 E. Seventh Street, Winfield, Kansas 67157

Voting for directors shall not be by written ballot, unless requested by any member. The Board of Directors shall have all powers granted by Kansas law and statutes. The number of directors may be increased or decreased from time to time by amendment of the bylaws.

BOOK 0531 PAGE 670

BOOK 0531 PAGE 671

Articles of Incorporation
Page 4

ARTICLE VII

Dissolution

No member of this corporation shall benefit financially from the dissolution thereof. In the event of dissolution of this corporation, the assets of this corporation shall be distributed as set forth in ARTICLE III hereof.

ARTICLE VIII

Limitation of Director Liability

No director shall be personally liable to the corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law (i) for breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under the provisions of K.S.A. 17-6424 and any amendments thereto, or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to the date when such provision becomes effective.

ARTICLE IX

Bylaws

The power to adopt, repeal and amend the bylaws of this corporation shall reside in the Board of Directors of this corporation.

ARTICLE X

Term of Existence

The term for which this corporation is to exist is perpetual.

BOOK 0531 PAGE 671

BOOK 0531 PAGE 672

Articles of Incorporation
Page 5

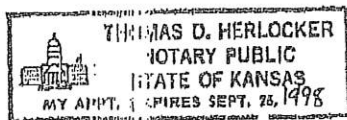
IN TESTIMONY WHEREOF, we have hereunto set our names this 18th day of
February, 1997

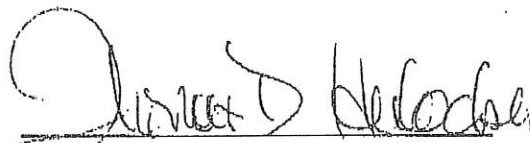

Rodger E. Steffen

STATE OF KANSAS, COUNTY OF COWLEY, ss:

Personally appeared before me, a Notary Public, in and for said County and said State,
the above named, who is personally known to me to be the same person who executed the
foregoing instrument in writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of
February, 1997.




Notary Public

BOOK 0531 PAGE 672

**BY-LAWS OF
WINFIELD ECONOMIC DEVELOPMENT INC.**

ARTICLE I. OFFICES

Section 1. Principal Office. The principal office for the transaction of the business of the corporation is hereby located at 900 Main, Suite 208, Winfield, Kansas 67156.

Section 2. Registered Office. The corporation, by resolution of its board of directors, may change the location of its registered office as designated in the articles of the incorporation to any other place in Kansas. By like resolution the resident agent at such registered office may be changed to any other person or corporation, including itself. Upon adoption of such a resolution a certificate certifying the change shall be executed, acknowledged and filed with the Secretary of State, and a certified copy thereof shall be recorded in the office of the Register of Deeds for the county in which the new registered office is located (and in the old county, if such registered office is moved from one county to another).

Section 3. Other Offices. Branch or subordinate offices may at any time be established by the board of directors at any place or places where the corporation is qualified to do business.

ARTICLE II. Membership

1. Membership. Members shall be selected from the general public by a two-thirds vote of a quorum at an annual or special meeting of the members. Initial members shall be selected by a two-thirds vote of the directors.

All members are voting members unless otherwise specified in the articles of incorporation.

2. Application for Membership. Applications for membership shall be made in the manner prescribed by the Membership Committee, where so directed by a resolution of the board of directors. Honorary memberships shall be determined under terms and conditions as specified by resolution of the board of directors.

3. Resignation From Membership. A resignation from membership shall be presented to the board of directors, but shall not relieve any member from any liability for any dues, assessments or other obligations to the corporation which are unpaid at the time such resignation is filed, or which may arise prior to the acceptance of the resignation.

4. Termination or Suspension. If any member of the corporation shall commit any act prejudicial to the conduct of the affairs of the corporation or the purposes for which it is formed, or shall have changed his status so as to be in conflict with the interests of the corporation or otherwise ineligible for membership, such person shall be notified in writing to appear personally before the board of directors at a designated time no less than thirty (30) days after such notification and at such time, be given a hearing. By a two thirds vote of all the board of directors present at the meeting, the membership of such person in the corporation may be terminated or suspended. Suspension is not appropriate where the person has ceased to be a person in the category of persons eligible for membership. If either suspension or termination is decided upon, the terms and conditions of same

shall be specified in writing and delivered to the suspended or terminated member.

Written notices hereunder shall be delivered by restricted mail to the member's last known address.

5. Transfer of Membership. Memberships in the corporation shall be nontransferable. There shall be no transfer or alienation by inter vivos or testamentary device or otherwise.

6. No fines or penalties. Fines or penalties are not permitted. The penalty for misconduct is suspension or termination, as provided above.

7. Place of Meetings. All annual meetings of members and all other meetings of members shall be held at the principal office of the corporation unless another place within or without the State of Kansas is designated either by the board of directors pursuant to authority hereinafter granted to said board, or by the written consent of all members entitled thereat, given either before or after the meeting and filed with the secretary of the corporation.

8. Meetings of Voting Members and Other Membership Matters. The annual meetings of the members shall be held on the last Friday of the fiscal year at 10:00 o'clock a.m.; provided, should said day fall on a legal holiday, then such annual meeting of members shall be held on a preceding day with notice given as herein provided. At such meeting, directors shall be elected, reports of the affairs of the corporation shall be considered, and any other business may be transacted which is within the power of the members.

Written notice of each annual meeting shall be given to each member entitled to vote, except as provided by K.S.A. 17-6520(b) either personally or by mail or other means of written communication, charges prepaid, addressed to such member at his address appearing on the books of the corporation or given by him to the corporation for the purpose of notice. If a member gives no address, notice shall be deemed to have been given if sent by mail or other means of written communication given if sent by mail or other means of written communication addressed to the place where the principal office of the corporation is situated, or if published at least once in some newspaper of general circulation in the county in which said office is located. All such notices shall be sent to each member entitled thereto not less than ten (10) days nor more than sixty (60) days before each annual meeting, and shall specify the place, the day and the hour of such meeting, and shall state such other matters, if any, as may be expressly required by statute. If this bylaw as to the time and place of election of directors is changed, such notice shall be given to members at least twenty (20) days prior to such meeting.

Section 9. Special Meetings. Special meetings of the members, for any purpose or purposes whatsoever, may be called at any time by the president or by the board of directors, or by one or more members holding not less than one-fifth of the voting power of the corporation. Except in special cases where other express provision is made by statute, notice of such special meetings shall be given in the same manner as for annual meetings of members. Notices of any special meeting

shall specify in addition to the place, day and hour of such meeting, the general nature of the business to be transacted.

Section 10. Adjourned Meetings and Notice Thereof. Any members' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the membership interests, the holders of which are either present in person or represented by proxy thereat, but in the absence of a quorum, no other business may be transacted at such meeting.

When any members' meeting, either annual or special, is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Except as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting, if the time and place thereof are announced at the meeting at which such adjournment is taken.

Section 11. Voting. Unless the board of directors has fixed in advance (pursuant to Article V, Section 1) a record date for purposes of determining entitlement to vote at the meeting, the record date shall be as of the close of business on the day next preceding the date on which the meeting shall be held. If the Articles of Incorporation permit the election of directors without written ballot, then such elections of directors shall be without written ballot, unless requested by any member, in which case the election of directors shall be by written ballot. Each voting member shall have one (1) vote for directors and all other matters which may properly come before the members at any annual or special meeting.

Section 12. Quorum. The presence in person or by proxy of persons entitled to vote a majority of the members at any business meeting shall constitute a quorum for the transaction of business. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 13. Consent of Absentees. The transactions of any meeting of members, either annual or special, however called and noticed, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the members entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 14. Action Without Meeting. Any action which under any provision of the Kansas Corporation Code, may be taken at a meeting of the members, except approval of an agreement for merger or consolidation of the corporation with other corporations, or a sale of all or substantially all of the corporate property, may be taken without a meeting if authorized by a writing signed by all of the persons who would be entitled to vote upon such action at a meeting, and filed with the

secretary of the corporation, or such other procedure followed as may be prescribed by statute.

Section 15. Proxies. Every person entitled to vote or execute consents shall have the right to do so either in person or by one or more agents authorized by a written proxy executed by such person or his duly authorized by a written proxy executed by such person or his duly authorized agent and filed with the secretary of the corporation; provided that no such proxy shall be valid after the expiration of three (3) years from the date of its execution, unless the person executing it specified therein the length of time for which such proxy is to continue in force.

Section 16. Inspection of Corporate Records. The membership ledger, the books of account, and minutes of proceedings of the members, of the board of directors and of executive committees of directors shall be open to inspection upon the written demand of any member within five (5) days of such demand during ordinary business hours, if for a purpose reasonable related to his interests as a member. The list of members entitled to vote shall be prepared at least ten (10) days before every meeting of members by the officer in charge of the membership ledger, which shall be the secretary, and shall be open to inspection by any member for any purpose germane to the meeting, during ordinary business hours for at least ten (10) days prior to such meeting. Such inspection may be made in person or by an agent or attorney authorized in writing by a member, and shall include the right to make abstracts. Demand of inspection other than at a members' meeting shall be made in writing upon the president, secretary, assistant secretary or general manager of the corporation.

Section 17. Inspection of Bylaws. The corporation shall keep in its principal office for the transaction of business the original or a copy of these bylaws as amended or otherwise altered to date, certified by the secretary, which shall be open to inspection by the members at all reasonable times during ordinary business hours.

ARTICLE III. DIRECTORS

Section 1. Powers. Subject to limitations of the articles or incorporation, of the bylaws, and of the Kansas Corporation Code as to action which shall be authorized or approved by the members, and subject to the duties of directors as prescribed by the bylaws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be controlled by, the board of directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the directors shall have the following powers, to-wit:

First - To alter, amend or repeal the bylaws of the corporation.

Second - To select and remove all the other officers, agents and employees of the corporation, prescribe such powers and duties for them as may not be inconsistent with law, or with the articles of incorporation or the bylaws, fix their compensation, and require from them security for faithful service.

Third - To conduct, manage, and control the affairs and business of the corporation, and to make such rules and regulations therefor not inconsistent with the law, or with the articles of incorporation or the bylaws, as they may deem best.

Fourth - To change the principal office and registered office for the transaction of the business of the corporation from one location to another as provided in Article I hereof; to fix and locate from time to time one or more subsidiary offices of the corporation within or without the State of Kansas, as provided in Article I, Section 3 hereof; to designate any place within or without the State of Kansas for the holding of any members' meeting or meetings except annual meetings; to adopt, make and use a corporate seal.

Fifth - To raise funds through donations, grants and other means; to maintain reserve accounts for payment of expenses; and to invest funds as authorized by law and IRS regulations.

Sixth - To borrow money and incur indebtedness for purposes of the corporation, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor.

Seventh - To appoint an executive committee and other committees, and to delegate to such committees any of the powers and authority of the board in the management of the business and affairs of the corporation, except the power to declare dividends and to adopt, amend or repeal bylaws. Any such committee shall be composed of two or more directors.

Section 2. Number and Qualification of Directors. The authorized number of directors of the corporation shall be three (3) until changed by amendment to this bylaw. Directors must be members.

Section 3. Election and Term of Office. The directors shall be elected at each annual meeting of members, but if any such annual meeting is not held, or the directors are not elected thereat, the directors may be elected at a special meeting of members held for that purpose as soon thereafter as conveniently may be. All directors shall hold office until their respective successors are elected. A director can be removed from office at any time for good cause, however, by a majority vote of the members, and he may be removed without cause by a majority vote of the members, unless he shall have sufficient member support that by use of cumulative voting he would otherwise be able to maintain his position on the board in a regular election of board members.

Section 4. Vacancies. Vacancies on the board of directors may be filled by a majority of the remaining directors although less than a quorum, or by a sole remaining director. If at any time, by reason of death, resignation, or other cause, the corporation should have no directors in office, then any officer or any member or any executor, administrator, trustee or guardian of a member or other fiduciary entrusted with like responsibility for the person or estate of a member may call a special meeting of the members in accordance with the provisions of these bylaws, or may apply to the District Court for a decree summarily ordering election as provided for by the Kansas Corporation Code. Each director so elected shall hold office until his successor is elected at an annual or a special meeting of the members.

A vacancy or vacancies on the board of directors shall be deemed to exist in case of the death, resignation or removal of any director, or if the authorized number of directors be increased, or if the members fail at any annual or special meeting of members at which any director or directors

are elected to elect the full authorized number of directors to be voted for at the meeting, or if any director or directors elected shall refuse to serve.

The members comprising at least twenty percent (20%) of the outstanding membership may call a meeting at any time to fill any vacancy or vacancies not filled by the directors, or if the board of directors filling a vacancy constitutes less than a majority of the whole board, as constituted immediately prior to any increase in the number of directors.

If the board of directors accepts the resignation of a director rendered to take effect at a future time, the board or the members shall have power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term.

Section 5. Place of Meeting. Regular and special meetings of the board of directors shall be held at any place within or without the State of Kansas which has been designated from time to time by resolution of the board or by written consent of all members of the board. In the absence of such designation, all meetings shall be held at the principal office of the corporation.

Section 6. Organizational Meeting. Immediately following each annual meeting of members, the board of directors shall hold a regular meeting for the purpose of organization, election of officers, and the transaction of other business. Notice of such meeting is hereby dispensed with.

Section 7. Other Regular Meetings. Other regular meetings of the board of directors shall be held without call at such time as the board of directors may from time to time designate in advance of such meetings; provided, however, should said day fall upon a legal holiday, then said meeting shall be held at the same time on the next day thereafter ensuing which is not a legal holiday. Notice of all such regular meetings of the board of directors is hereby dispensed with.

Section 8. Special Meetings. Special meetings of the board of directors for any purpose or purposes shall be called at any time by the president or, if he is absent or unable or refuses to act, by the secretary or by any other director. Notice of such special meetings, unless waived by attendance thereat or by written consent to the holding of the meeting, shall be given by written notice mailed at least three (3) days before the date of such meeting or be hand delivered or notified by telegram at least two (2) days before the date such meeting is to be held. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail with postage thereon addressed to the director at his residence or usual place of business. If notice be given by telegraph, such notice shall be deemed to be delivered when the same is delivered to the telegraph company.

Section 9. Notice of Adjournment. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place be fixed at the meeting adjourned.

Section 10. Waiver of Notice. The transactions of any meeting of the board of directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and it, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 11. Quorum. A majority of the total number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the board of directors, unless a greater number be required by law or by the articles of incorporation. The directors present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum.

Section 12. Meetings by Telephone. Members of the board of directors of the corporation, or any committee designated by such board, may participate in a meeting of the board of directors by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear one another, and such participation in a meeting shall constitute presence in person at the meeting.

Section 13. Adjournment. A majority of the directors present may adjourn any directors' meeting to meet again at a stated day and hour or until the time fixed for the next regular meeting of the board.

Section 14. Action without Meeting. Any action which under any provision of the Kansas Corporation Code, may be taken at a meeting of the board of directors, may be taken without a meeting if authorized by a writing signed by all of the persons who would be entitled to vote upon such action at a meeting, and filed with the secretary of the corporation, or such other procedure followed as may be prescribed by statute.

Section 15. Votes and Voting. All votes required of directors hereunder may be by voice vote or show of hands, unless a written ballot is requested, which request may be made by any one director. Each director shall have one vote. Every reference to a majority or other proportion of directors shall refer to a majority or other proportion of the votes of such directors.

Section 16. Inspection of Books and Records. Any director shall have the right to examine the corporation's list of members entitled to vote and its other books and records for a purpose reasonably related to such director's position as a director. When there is any doubt concerning the inspection rights of a director, the parties may petition the District Court, which may, in its discretion, determine whether an inspection may be made and whether any limitations or conditions should be imposed upon the same.

Section 17. Fees and Compensation. Directors shall not receive any compensation for their

services as directors. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity as an agent, employee, or otherwise, and receiving compensation therefor.

ARTICLE IV. OFFICERS

Section 1. Officers. The officers of the corporation shall be a president, a secretary, and a treasurer. The corporation may also have, at the discretion of the board of directors, a chairman of the board, one or more vice-presidents, one or more assistant secretaries and one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article IV. Any number of offices may be held by the same person.

Section 2. Election. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article IV shall be chosen annually by the board of directors, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified.

Section 3. Subordinate officers, Etc. The board of directors may appoint such other officers as the business of the corporation may require, each of whom shall have authority and perform such duties as are provided in these bylaws or as the board of directors may from time to time specify, and shall hold office until he shall resign or shall be removed or otherwise disqualified to serve.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these bylaws for regular appointments to such office.

Section 6. Removal and Resignation. Any officer may be removed, either with or without cause, by a majority of the directors at the time in office, at any regular or special meeting of the board. Any officer may resign at any time upon written notice to the corporation.

Section 7. Chairman of the Board. The chairman of the board, if there be such an officer, shall, if present, preside at all meetings of the board of directors, and exercise and perform such other powers and duties as may be from time to time assigned to him by the board of directors or prescribed by these bylaws.

Section 8. President. Subject to such supervisory powers, if any, as may be given by the board of directors to the chairman of the board, if there be such an officer, the president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, have general supervision, direction and control of the business and officers of the corporation. He

management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the board of directors or these bylaws.

Section 9. Vice-President. In the absence or disability of the president, the vice-president or vice-presidents, if there be such an officer or officers, in order of their rank as fixed by the board of directors, or if not ranked, the vice-president designated by the board of directors, shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice-presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the board of directors or these bylaws.

Section 10. Secretary. The secretary shall keep, or cause to be kept, a book of minutes at the principal office or such other place as the board of directors may order, of all meetings of directors and members, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at directors' meetings, the number of shares present or represented at members' meetings and the proceedings thereof.

The secretary shall keep, or cause to be kept, at the principal office or at the office of the corporation's transfer agent, a membership ledger showing the names of the members and their addresses, the number of memberships issued; and the number and date of membership cancellations.

The secretary shall give, or cause to be given, notice of all the meetings of the members and of the board of directors required by these bylaws or by law to be given, and shall keep the seal of the corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or these bylaws.

Section 11. Treasurer. The treasurer shall keep and maintain or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and shares. Any surplus, including earned surplus, paid-in surplus and surplus arising from a reduction of stated capital, shall be classified according to source and shown in a separate account. The books of account shall at all reasonable times be open to inspection by any director.

The treasurer shall deposit all monies and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the board of directors. He shall disburse the funds of the corporation as may be ordered by the board of directors, shall render to the president and directors, whenever they request it, an account of all of this transactions as treasurer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or these bylaws.

ARTICLE V. MISCELLANEOUS

Section 1. Indemnification of Directors and Officers. When a person is sued or prosecuted in a criminal action, either alone or with others, because he is or was a director or officer of the corporation, or of another corporation serving at the request of this corporation, in any proceeding arising out of his alleged misfeasance or nonfeasance in the performance of his duties or out of any alleged wrongful act against the corporation or by the corporation, he shall be indemnified for his reasonable expenses, including attorneys' fees incurred in the defense of the proceedings, if both of the following conditions exist:

- (a) The person sued is successful in whole or in part, or the proceeding against him is settled with the approve of the court.
- (b) The court finds that his conduct fairly and equitably merits such indemnity.

The amount of such indemnity which may be assessed against the corporation, its receiver, or its trustee, by the court in the same or in a separate proceeding shall be so much of the expenses, including attorneys' fees incurred in the defense of the proceedings, as the court determines and finds to be reasonable. Application for such indemnity may be made either by the person sued or by the attorney or other persons rendering services to him in connection with the defense, and the court may order the fees and expenses to be paid directly to the attorney or other person, although he is not a party to the proceeding. Notice of the application for such indemnity shall be served upon the corporation, its receiver, or its trustee, and upon the plaintiff and other parties to the proceeding. The court may order notice to be given also to the members in the manner provided in Article II, Section 2, for giving notice of members' meetings, in such form as the court directs.

Section 3. Checks, Drafts, Etc. All checks, drafts or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the board of directors.

Section 4. Annual Report. No annual report to members shall be required, but the board of directors may cause to be sent to the members reports in such form and at such times as may be deemed appropriate by the board of directors.

Section 5. Contracts, Deeds, Etc., How Executed. The board of directors, except as in these bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances; and unless so authorized by the board of directors, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose in any amount, provided, however, that any deeds or other instruments conveying lands or any interest therein shall be executed on behalf of the corporation by the president or vice-president, if there be

one, or by any agent or attorney so authorized under letter of attorney or other written power which was executed on behalf of the corporation by the president or vice-president.

Section 7. Fiscal Year. The board of directors shall have the power to fix and from time to time change the fiscal year of the corporation. In the absence of action by the board of directors, however, the fiscal year of the corporation shall end each year on the date which the corporation treated as the close of its first fiscal year, until such time, if any, as the fiscal year shall be changed by the board of directors.

ARTICLE VI. DISSOLUTION

Upon the dissolution of this corporation, the governing body shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for such purposes as shall at the time qualify as an exempt organization or organizations under sec. 501(c)(6) or sec. 501(c)(3) of the internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law), as the governing board shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE V. AMENDMENTS

Section 1. Power of Directors. New bylaws may be adopted or these bylaws may be amended or repealed by a majority vote of the board of directors at any regular or special meeting thereof, provided, however, that the time and place fixed by the bylaws for the annual election of directors shall not be changed within sixty (60) days next preceding the date on which such elections are to be held. Notice of any amendment of the bylaws by the board of directors shall be given to each member having voting rights within ten (10) days after the date of such amendments by the board.

CERTIFICATE OF SECRETARY

I, the undersigned do hereby certify:

(1) That I am the duly elected and acting secretary of Winfield Economic Development Inc.;


and

(2) That the foregoing bylaws, comprising sixteen (16) pages, constitute the original bylaws of said corporation, as duly adopted at the first meeting of the Board of Directors thereof duly held

By-Laws
Page 12

on the 3rd day of March, 1997.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of March, 1997.


Secretary

(Seal)

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
AUSTIN TX 73301

DATE OF THIS NOTICE: 03-31-97
NUMBER OF THIS NOTICE: CP 575 A
EMPLOYER IDENTIFICATION NUMBER: 74-2821409
FORM: SS-4
1816805824 B

WINFIELD ECONOMIC DEVELOPMENT INC
PO BOX 312
WINFIELD KS 67156

FOR ASSISTANCE CALL US AT:
342-1040 LOCAL ST. LOUIS
1-800-829-1040 OTHER MO

OR WRITE TO THE ADDRESS
SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)

Thank you for your Form SS-4, Application for Employer Identification Number (EIN). We assigned you EIN 74-2821409. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Use your complete name and EIN shown above on all federal tax forms, payments, and related correspondence. If you use any variation in your name or EIN, it may cause a delay in processing, incorrect information in your account, or cause you to be assigned more than one EIN.

If you're required to deposit for employment taxes (Forms 941, 943, 940, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), we will send an initial supply of Federal Tax Deposit (FTD) coupon books within five to six weeks. You can use the enclosed coupons if you need to make a deposit before you receive your supply.

Based on the information shown on your Form SS-4, you must file the following forms(s) by the date we show.

Form 1120

03/15/98

If the due date has passed please complete the form and send it to us by 04-15-97. If we don't receive the form by that date additional penalties and interest will be charged. If you weren't in business or didn't hire employees for the tax period shown, please file the form showing that you have no liability.

If you need help in determining what your tax year is, you can get Publication 538, Accounting Periods and Methods, at your local IRS office.

If you have any questions about the forms shown or the date they are due, you may call us at 1-800-829-1040 or write to us at the address shown above.

Thank you for your cooperation.

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 22 1997

WINFIELD ECONOMIC DEVELOPMENT INC
C/O JILL LONG
PO BOX 312
WINFIELD, KS 67156

Employer Identification Number:
74-2821409

DLN:

17053126063007

Contact Person:

D. A. DOWNING

Contact Telephone Number:

(513) 241-5199

Internal Revenue Code

Section 501(c)(6)

Accounting Period Ending:

December 31

Form 990 Required:

Yes

Addendum Applies:

No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in the section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act for each employee to whom you pay \$50 or more during a calendar quarter if, during the current or preceding calendar year, you had one or more employees at any time in each of 20 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to this office.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 per-

Letter 948 (00/06)

WINFIELD ECONOMIC DEVELOPMENT INC

cent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Donors may not deduct contributions to you because you are not an organization described in section 170(c) of the Code. Under section 6113, any fundraising solicitation you make must include an express statement (in a conspicuous and easily recognizable format) that contributions or gifts to you are not deductible as charitable contributions for Federal income tax purposes. This provision does not apply, however, if your annual gross receipts are normally \$100,000 or less, or if your solicitations are made to no more than ten persons during a calendar year. The law provides penalties for failure to comply with this requirement, unless failure is due to reasonable cause.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



District Director

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter referred to as "Lease" made and entered into this 16th day of March, 2016, by and between Winfield Economic Development, Inc., hereinafter called "Lessor," and Control Components Inc doing business as IMI Fluid Kinetics, hereinafter called "Lessee."

WHEREAS, Lessor has been leasing and desires to continue to lease a building currently containing approximately 25,225 square feet, together with delivery, parking and service areas and other improvements (hereinafter the "Original Premises") upon the following described real estate located in Cowley County, Kansas:

LAND DESCRIPTION: Lots 9 and 10, Winfield Industrial Park, commonly known as 1108 Industrial Road, Winfield, KS 67156

WHEREAS, the Lessee desires to continue leasing the original premises, and desires for Lessor to construct additional space for the benefit of Lessee, containing approximately 13,200 square feet (hereinafter the "Additional Premises"), under the terms and conditions hereinafter set forth. This Lease shall supersede and replace the Lease dated September 5, 2007 entered into by Lessor and Lessee. Any reference to "Premises" herein includes the Original Premises and the Additional Premises.

NOW, THEREFORE, in consideration of the rents to be paid and the mutual covenants to be performed, the parties hereto agree as follows:

1. OWNERSHIP. Lessor covenants that it has good title to the land described in the land description above and Lessee, upon paying the rentals herein reserved and observing, performing and keeping each and every agreement made herein by Lessee, shall occupy the Premises hereby leased during the term hereof. Lessor represents that no zoning or other ordinance, law, regulation or restrictive covenants prevent the use of the Premises for the intended purpose, which is to operate a commercial industrial facility.

2. TERM. Lessor agrees to, and does hereby, lease the Premises to the Lessee for an original term of ten (10) years, (the "Term") commencing upon the first day of the first month following completion of new construction, (the "Commencement Date") which construction has been agreed upon separately by the parties. New construction shall be deemed completed when the Additional Premises as set forth above is able to be fully utilized by Lessee. Until said completion of construction, Lessee shall continue to Lease the Premises under substantially the same terms as the original lease dated September 5, 2007 including the payment of a Base Monthly Rent of Ten thousand Dollars (\$10,000.00) for the Premises.

3. OPTION TO EXTEND TERM. Lessor hereby grants to Lessee one (1) option (the "Option to Extend") to extend the Term of this Lease for an additional term of five (5)

years. The option term (the "Extended Term") shall commence upon the expiration of the initial Term. Lessee may exercise the Option to Extend the Lease by giving Lessor written notice not less than six (6) months prior to the expiration of the Term. The Base Monthly Rent for the Premises for the Extended Term shall remain at Twenty Two thousand Five hundred Dollars only (\$22,500.00) per month. All terms and conditions of the Lease, as amended from time to time by the parties in accordance with the provisions of the Lease, shall remain in full force and effect and shall apply during the Extended Term.

4. RENT. Post the Commencement Date, as rent for the Premises, the Lessee agrees to pay to the Lessor, or to the appropriate third party as provided below, the following amounts:

- A. A Base Monthly Rent of Twenty two thousand Dollars five hundred (\$22,500.00) for the Premises. Such rent shall be paid in equal monthly installments.
- B. Taxes and assessments against the Premises as provided in paragraph 9 hereof;
- C. Public liability and property damage insurance annual premiums as set forth in paragraph 10 hereof, to be paid to the appropriate third party insurer;
- D. Lessee's repair and maintenance obligations of the Premises as set forth in paragraph 14 hereof, to be paid to the appropriate third party contractor(s);
- E. Fire and extended coverage insurance annual premiums insuring the Premises as set forth in paragraph 16 hereof, to be paid to the Lessor.

5. ADDITIONAL PREMISES. Lessor and Lessee have agreed to a plan for the construction of the Additional Premises based on the plans and drawings attached hereto as Exhibit A (collectively, the "Plans"). The preparation of the Plans and the work to be performed pursuant thereto will be done at Lessor's expense. Lessor has begun, but has not yet completed, construction plans and drawings for the Additional Premises. Lessor shall cause such construction plans and drawings to be completed and will apply for a building permit as soon as reasonably possible. All work will be performed in a good and workmanlike manner by the Lessor's general contractor and will commence as soon as reasonably possible after the receipt of the building permit. Lessor shall construct and complete all of the construction and other work in conformity with the Plans, as modified by written agreement of Lessor and Lessee from time to time with respect to any changes in the scope and intent of the Plans or changes to any major elements of the Plans. For clarification, major elements include the structure of the building, the building's safety, electric power provided, concrete specifications and HVAC tonnage provided, while elements for which changes would not require written agreement of Lessor and Lessee include exterior grades, water detention areas, column locations, roof drainage

configuration, number of HVAC units, landscaping, and masonry selection. Lessor and Lessee intend and agree that construction of the Additional Premises will be on a "turnkey" basis, such that such construction will include all labor and materials necessary for completion of the Additional Premises (whether or not each element of construction is expressly described in the Plans) and Lessor warrants that the Additional Premises shall be in compliance with all applicable laws, codes, rules and regulations, including without limitation, building codes and the Americans with Disabilities Act and all rules and regulations thereunder and any state or local disabled access laws, rules and regulations. Lessee will not be required to pay any costs of such construction; Lessor shall bear all such costs and under no circumstance will the amount of Base Monthly Rent payable by Lessee for any period be adjusted on account of the actual costs expended by Lessor in constructing the Additional Premises.

During the construction of the Additional Premises, Lessor shall not materially interfere with Lessee's use and enjoyment of the Original Premises or the conduct of Lessee's business in the Original Premises. Lessor has informed Lessee that Lessor intends to substantially complete construction of the Additional Premises before demolishing the exterior wall of the Original Premises that abuts the Additional Premises.

Lessor and Lessee each agree with the other to proceed diligently and in good faith and shall each cooperate in the efforts of the Lessor to obtain a certificate of occupancy on behalf of the Lessee from the City of Winfield (the "City") for the use and occupancy of the Premises

If Lessor is unable to obtain a building permit to construct the Additional Premises within ninety (90) days after the date of this Lease (such date is subject to postponement on account of Excusable Events, but the failure of the City's building or permit department to issue a building permit is not an Excusable Event unless such failure results from an event, such as an act of terrorism, that causes the City government to be unable to function and not simply the building or permit's department's failure to act upon Lessor's (or its contractor's) application for a building permit), then, notwithstanding any provision of this Lease to the contrary, this Lease shall terminate automatically and the Lessor and Lessee shall sign a new lease on the same terms as the original lease dated September 5, 2007 with an expiration date of September 4, 2017.

The "Scheduled Completion Date" is the date upon which Lessor anticipates the Additional Premises will be completed. Lessor agrees to use its reasonable efforts to complete the Additional Premises, and to tender possession to Lessee, on or before the Scheduled Completion Date. The Scheduled Completion Date is twelve months from the date of this Lease. If Lessor is delayed in construction by (a) any labor dispute, strike, lockout, fire, unavailability of materials, severe weather, act of God, riot, insurrection, war or other casualty or events of a similar nature beyond Lessor's reasonable control, or (b) as a result of delay in the delivery or approval of the Plans by Lessee, or (c) where such delay is for change orders or other requests by or acts of Lessee, its agents, representatives or employees or (d) delays caused by the City in issuing building or other permits due to the

City government being unable to function (collectively the "Excusable Events"), the Scheduled Completion Date shall be extended for the period of delay equal to the number of days by which Lessor is delayed by the Excusable Events, but only if Lessor has given Lessee written notice (an "Excusable Delay Notice") of the occurrence of such Excusable Event within fifteen (15) days after the beginning of such Excusable Event, which notice shall also state Lessor's best estimate of the anticipated length of the delay attributable to such Excusable Event and the steps Lessor intends to take to minimize the delay. The Scheduled Completion Date, as extended as a result of the occurrence of any of the Excusable Events or with Lessee's written consent is herein referred to as the "Completion Date." Lessor agrees to use its reasonable efforts to complete the Additional Premises, and to tender possession to Lessee, on or before the Completion Date.

Lessor shall coordinate Lessee's early access to the Additional Premises prior to their completion with the construction schedule and the City inspection process in order to permit the installation by Lessee of its telephone and computer wiring, data equipment and other equipment cabling and machinery twenty (20) days prior to the Completion Date. Lessee's early access shall be subject to reasonable guidelines, rules and requests communicated by Lessor to Lessee from time to time, and Lessee shall not interfere with or delay the construction of the Additional Premises or the completion of Lessor's work hereunder. Any entry by Lessee prior to the Completion Date shall be at its own risk, Lessee shall be responsible for obtaining and complying with all necessary governmental permits and approvals in order to permit such work, and Lessee's entry shall be subject to compliance with all applicable laws and permits.

Lessor understands that the completion of the Additional Premises is critical to the continuation and growth of Lessee's business at the Premises and that without the Additional Premises the Original Premises are not of an adequate size to accommodate Lessee's business. Therefore, Lessor and Lessee agree that if Lessor has not completed the Additional Premises and tendered possession to Lessee within twelve (12) months from the date of this Lease (such twelve-month period as extended by Excusable Events), Lessee shall have the right to liquidated damages in the amount of ten thousand dollars (\$10,000.00) per month pro rated for partial months.

Lessor will cause Lessor's contractors and subcontractors to carry such insurance as the Lessor and Lessee may reasonably require

Lessor's contractors and subcontractors shall provide Lessor and Lessee with at least a one (1) year construction warranty commencing on the Commencement Date covering all of the works with respect to the Additional Premises. Lessor shall promptly correct, or cause a subcontractor to promptly correct, any work reasonably rejected by Lessee as defective or as failing to conform to the Plans, including latent defects, whether observed before or after the Commencement Date, but not later than one (1) year after the Commencement Date. Neither Lessor nor any of Lessor's subcontractors shall have any responsibility for defects notified later than one (1) year after the Commencement Date.

At or before Completion, the Lessor shall remove all of Lessor's waste materials and rubbish from and about the Premises as well as Lessor's tools, construction equipment, machinery and surplus materials, and leave the same in broom clean condition.

Lessor shall maintain in good order at the Premises one record copy of drawings, specifications, change orders and other modifications, marked currently to record changes made during construction, and Lessee shall have reasonable access to such items. A copy of these items shall be delivered to the Lessee upon completion of the construction.

Lessee may submit a punch-list of incomplete or defective construction (except latent defects that have not been discovered by Lessee as to which Lessee may submit notice to Lessor within fifteen (15) days after the discovery of any latent defect) of such work to Lessor within thirty (30) days after the date Lessor tenders possession of the Additional Premises to the Lessee. Lessor agrees to use reasonable efforts to complete all punch list items within thirty (30) days after the timely delivery of the punch list. Within two (2) business days after the date that Lessor has notified Lessee that the Punch List Items have been completed, Lessor and Lessee shall walk through the Additional Premises to confirm that the Punch List Items have, in fact, been completed.

To the fullest extent permitted by law, Lessor shall protect and hold harmless Lessee and its agents, employees and officers from and against claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees arising out of or resulting from the construction of the Additional Premises which accrue prior to the Commencement Date, provided that such claim, damage, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property caused by the negligent acts or omissions of the Lessor, any contractor or subcontractor, or by anyone else for whose acts Lessor may be liable, except damage and loss attributable to the negligent acts or omissions of Lessee.

The Lessor and Lessee agree to execute a Commencement Date Agreement in the form attached hereto as **Exhibit "B"** acknowledging the Commencement Date of this Lease.

6. LEASE YEAR DEFINED. The term "lease year," as used in this Lease, means the following:

A. With reference to the first lease year, the period from the Commencement Date of the Term of this Lease through the last day of the twelfth (12th) full calendar month thereafter.

B. With reference to any succeeding lease year (with the exception of the last lease year), twelve (12) full consecutive calendar months commencing on the first day of the calendar month next succeeding the last day of the preceding lease year.

C. With reference to the last lease year, the period commencing on the first day of the calendar month next succeeding the last day of the preceding lease year and terminating on the last day of the lease Term.

7. TIME OF PAYMENT - BASE MONTHLY RENT. The Base Monthly Rent for each full calendar month, running from the first day of that month to the last day of that month, shall be paid in advance on or before the first (1st) day of the month.

If the Commencement Date of the Term of this lease shall be other than the first day of a calendar month, the Base Monthly Rent for such partial month shall be calculated and paid on a proportionate basis, so that thereafter, Base Monthly Rent may be calculated and paid for on the first day of each month thereafter.

8. MORTGAGE BY LESSOR. All mortgage payments or other charges required to discharge any lien or encumbrance that may affect the Premises, unless created directly by Lessee, shall be paid by the Lessor as the same shall become due.

9. TAXES. As additional rental, the Lessee agrees to pay to the Lessor, on demand, the amount of all taxes and special assessments levied and assessed against the Premises and that shall become due and payable during the term thereof. Provided, however, that for any partial tax year occurring during the term hereof, Lessee shall be liable for only that portion of such taxes as the number of days in such partial tax year bears to three hundred sixty-five (365). Should a delay in payment of taxes resulting in assessment of a penalty or interest be caused by Lessee's delay in remitting the amount of such taxes to Lessor at least five days before the tax due date, then Lessee will reimburse Lessor for such penalty or interest.

Any taxes and assessments levied against the Premises that shall become due and payable during the term hereof and which Lessee has agreed to pay, may be contested by Lessee, by appropriate proceedings, in Lessor's or Lessee's name and Lessor will cooperate therein with Lessee and will execute any document which may be necessary and proper for such proceedings. Any refund will be the property of Lessee to the extent it is based upon the payment of any assessment made by Lessee.

10. PUBLIC LIABILITY. The Lessee agrees to protect and save the Lessor harmless from any and all claims of others for injuries to persons or property arising out of the occupancy or operation of the Premises by the Lessee and its sublessees, except such claims as arise out of the negligent, intentional or willful acts of the Lessor.

Lessee agrees to maintain at its own expense during the full term of this Lease a policy of public liability and property damage insurance with a reputable company authorized to do business in the state of Kansas in which policy, Lessor and any mortgagee shall be named as additional insureds, and to furnish current certificates evidencing the existence of such insurance and providing that such insurance shall not be canceled except after thirty (30) days written notice to Lessor and the mortgagee. Such policy shall provide

primary coverage for the benefit of Lessor, Lessee and any mortgagee in an amount not less than four million dollars (\$4,000,000.00), single and combined bodily injury and property damage each occurrence, to cover all situations where any other person or persons claiming bodily injury, death or property damage in or upon the Premises.

11. WAIVER OF LIABILITY. Lessee hereby waives any cause of action which Lessee or anyone claiming by, through or under Lessee, by subrogation or otherwise might now or hereafter have against Lessor, based upon any loss, damage or injury which is insured against under any insurance policy which names Lessee as insured or which would be insured against under any insurance policy which this Lease requires Lessee to carry. All policies of insurance, written as required herein, shall contain a property provision, by endorsement or otherwise, whereby the insurance carrier acknowledges that the insured has waived and released its right of recovery pursuant to this paragraph and waives the right of subrogation which the carrier might otherwise have had, all without impairment or invalidation of such insurance. The provisions of this paragraph shall be equally binding upon any assignee or sublessee of Lessee.

12. REMOVAL. Lessee shall have the right to remove any and all furniture, fixtures, and equipment it may have installed on or in the Premises provided Lessee shall restore any structural damages to the Premises resulting from such removal.

13. LESSOR ENTRY. The Lessee shall permit Lessor to enter the Premises at all reasonable times with reasonable notice, which shall not be less than forty-eight (48) hours, except for emergencies in which case no notice shall be required, to inspect the same, to make necessary repairs, to discharge Lessor's obligations under this Lease, to discharge Lessee's obligations under this Lease when Lessee has failed to do so within a reasonable time, which shall not be less than thirty (30) days, after written notice from Lessor. In the event it is reasonably necessary for the Lessor to make any repair to the Premises that the Lessee is responsible for, but which the Lessee has failed to make, Lessee shall reimburse the Lessor for the cost thereof on demand, and the Lessor shall not be responsible to the Lessee for any loss or damage that the Lessee may suffer from such repairs.

14. MAINTENANCE AND REPAIR. Lessor shall at its expense keep in good order, condition and repair the structural parts of the Premises, which structural parts consist of the foundation, subflooring, exterior walls and roof of the Premises, and all plumbing and electrical facilities leading up to the Premises. Lessee agrees at its expense to maintain the remainder of the Premises and to make all necessary repairs in and about all of the Premises necessary to preserve them in the order and condition they were in at the commencement of the term of this Lease (ordinary wear and tear excepted), subject to Paragraph 25, and the burden shall be on Lessor to show such order and condition. The Lessor shall have no obligations with respect to such repairs and maintenance, except as set forth herein.

15. WASTE AND OBEDIANCE OF LAWS, ETC. The Lessee shall not commit waste nor allow waste to be committed in or upon the leased Premises and, at the

termination of this Lease, shall surrender and deliver all of the Premises to the Lessor in as good condition as the same were at the commencement of the Term excepting usual wear and tear, acts of God and unavoidable casualties.

Lessee shall obey all laws and ordinances in its operation of the Premises, particularly, but not by way of limitation, obedience to the fire codes and plumbing. Lessee shall not allow a nuisance to occur on or in connection with its operation on the Premises.

16. FIRE AND EXTENDED COVERAGE. Lessor agrees to keep in effect, during the term of this Lease, a policy of fire, extended coverage, vandalism and malicious mischief and burglary insurance to cover damage to the building or the Premises, written by a responsible insurance company authorized to do business within the state of Kansas, in an amount equal to not less than ninety (90) percent of the replacement cost of the Premises, and to furnish the Lessee proof thereof. Such policy of insurance shall provide protection against the losses so insured against for the benefit of the Lessor, Lessee, and any mortgagee as their interests may appear and shall provide that such insurance shall not be canceled except after thirty (30) days' notice to Lessee and any mortgagee and shall contain the provision of endorsement required by Paragraph 10 hereof.

17. DAMAGE AND DESTRUCTION. If, at any time during the original or any Extended Term hereof, the Premises shall be partially damaged by fire, windstorm, or other casualty, but the extent thereof is not sufficient to deprive the Lessee of more than twenty-five percent (25%) of the floor space in the Premises, then Lessee shall notify Lessor thereof in writing and Lessor, using insurance proceeds, and if required, additional funds at Lessor's expense shall proceed promptly to rebuild and repair such portion of the Premises, and this Lease shall continue in full force and effect.

If, at any time during the term hereof, the Premises shall be partially or wholly damaged by such casualty, and the extent of such damage shall be sufficient to deprive Lessee of more than twenty-five (25%) of the floor space therein for its purposes, then Lessor shall have the option either to repair and rebuild, or to terminate the Lease. If Lessor exercises the option to repair and rebuild, Lessor shall prosecute such repair and rebuilding diligently at its sole cost and expense, utilizing insurance proceeds and if required, additional funds, and to the end that the Premises shall be restored to substantially the same condition as before the occurrence of such damage and during the period of such repairing and rebuilding, rent shall be abated from the date of the occurrence of such casualty to the date of completion of such rebuilding and repairing in proportion to Lessee's deprivation of use of the Premises for its purposes.

Whenever, under the foregoing provisions of this Paragraph, the Premises shall not be rebuilt or this Lease shall be terminated by reason of the exercise or non-exercise of any option herein granted to Lessor, Lessee shall have no further interest in the proceeds of any insurance covering the premises.

Notwithstanding the provisions of this Paragraph 17, Lessee shall have the right to terminate this Lease in the event any of the following events occur; (i) the Premises cannot, with reasonable diligence, be fully repaired by Lessor within three hundred sixty (360) days after the date of the damage or destruction, or (ii) the Premises cannot be safely repaired because of the presence of hazardous factors, including, but not limited to, earthquake faults, radiation, hazardous materials and other similar dangers.

18. CONDEMNATION FOR REPAIRS. Lessor represents and warrants that the Premises as of the execution date of this Lease are safe, conform to all applicable laws and regulations, are free from latent, hidden and inherent defects, and are fit for their intended use by Lessee. Lessee has been in possession of the Original Premises since the initial lease was signed September 5, 2007 and has had ample opportunity to inspect the Original Premises and represents and warrants that Lessee has taken no action to cause the Original Premises to become unsafe. In the event the Premises or any part thereof are in breach of the warranties provided for in this Paragraph 18, then in that event Lessor at its own cost and expense agrees to make such changes, alterations and repairs (structural or nonstructural) in the building or equipment or the use of the same as may be necessary to comply with such warranty by Lessor, unless the breach was caused by a negligent act or omission of Lessee. In the event Lessor fails to make such changes, alterations and repairs within one (1) month of the execution date of this Lease, so long as the breach was not caused by a negligent act or omission of Lessee, Lessee shall have the right, at its option, (a) to cause such changes, alterations and repairs to be made at Lessor's expense and to set off any costs and expenses incurred in connection therewith (including without limitation for administrative and managerial resources of Lessee used in causing such changes, alterations and repairs to be made) against rent or (b) to terminate this Lease and obtain damages from Lessor, if any. In the event the Premises or any part thereof are in breach of the warranties provided for in this Paragraph 18 due to a negligent act or omission of the Lessee, then the Lessee shall cause such changes, alterations and repairs to be made at Lessee's expense. If, during the time such changes, alterations, and/or repairs are being performed, the Premises are rendered untenable for occupancy and use by Lessee, the rent shall abate in proportion to the Lessee's deprivation of the use of the Premises, unless the condemnation was due to the negligent act or omission of Lessee.

19. CONDEMNATION. Upon Lessor's receipt of notice from any condemning authority of a proposed condemnation, Lessor shall immediately notify Lessee in writing. If all of the Premises shall be taken under the right of eminent domain by any authority having the right of condemnation, or a portion of the Premises is so condemned as will prevent the practical use of the Premises for Lessee's purposes, this Lease, and all obligations hereunder, shall terminate on the date title vests pursuant to such proceedings. In the event the proper judicial authority does not divide the award to compensate the separate loss of each party, the total award made in such proceedings shall be equitably distributed between the Lessor and Lessee; provided that if the parties cannot agree upon an equitable distribution of such award, either party may petition the District Court of Cowley County, Kansas for equitable distribution of such award. If such taking does not prevent the practical use of the Premises for the purposes of the Lessee, then this Lease

shall continue in full force and effect, but the rent shall abate proportionately, and such other adjustments shall be made as shall be just and equitable.

20. HOLDING OVER. If Lessee remains in possession of the Premises after the expiration of this Lease, and without the execution of a new Lease, and if Lessee is not then in default, it shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to all the conditions, provisions, and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy at the monthly rental provided in Paragraph 4, except for Base Monthly Rental which will be 1.5 times that of the final full month of the regular term.

21. SHOWING BY LESSOR. Lessor may, at any time within six (6) months before the expiration of this Lease, enter the Premises at all reasonable hours for the purpose of offering the Premises for rent.

22. RELATIONSHIP. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relation of principal and agent or of partnership or joint venture between the parties hereto.

23. UTILITIES. Lessee agrees to pay all electric, water, gas, sewer, trash and other utility bills for the Premises and will at its expense, provide any and all utility meters, utility hook-up or connection fees or charges for all utilities to the Premises. Lessor will, as specified above, provide utility transmission lines to the places where meters are normally placed.

24. LESSEE DEFAULT. Lessee further agrees with Lessor that if Lessee defaults by not paying rent or any part thereof when it becomes due, or by violating or neglecting any other agreement or stipulation which Lessee has agreed to herein, and any such default shall continue for thirty (30) days after written notice specifying such default has been received by Lessee, and Lessee does not cure such default within said thirty (30) days, or if such default is not default of rent and is of such nature that it cannot reasonably be cured within said thirty (30) day period and Lessee has not proceeded with reasonable diligence and good faith to complete the curing thereof, then, in addition to the other remedies or courses of action now or hereafter provided by law, Lessor may, at its option, (1) terminate this Lease in which case neither Lessor or Lessee shall have any further rights or obligations under this Lease as of the date of termination, except with respect to those amounts that Lessee was obligated to pay to Lessor prior to the date of termination; or (2) terminate Lessee's possessory rights, without terminating the term of this Lease, in which case Lessor shall have the rights hereinafter set forth. Lessor shall give written notice to Lessee of Lessor's election.

If Lessor elects to terminate Lessee's possessory rights, without terminating the term of this Lease, Lessor shall have the right, to enter and take possession of the Premises immediately and may remove all persons, furniture, fixtures and equipment from the Premises, at Lessee's sole expense, in order to recover at once, full and exclusive

possession of the Premises, and such entry shall not operate as a waiver or satisfaction, in full or in part, of any claim or demand arising out of or connected with, any breach, default, or violation by the Lessee of any covenant or agreement on its part to be performed; provided that notwithstanding any of the foregoing, Lessor shall not have the right to repossess the Premises in the event of a bona fide dispute as to the Lessee's liability, if any, to make repairs, except after such liability has been finally judicially determined, or so long as Lessee continues to pay rent as herein above provided.

No such termination of Lessee's possessory rights, without terminating the Lease Term, shall be construed as an election on the part of Lessor to terminate this Lease unless a written notice of such intention be given to Lessee, or unless the termination thereof be decreed by a court of competent jurisdiction.

25. ALTERATIONS OR ADDITIONS. The Lessee shall have the right to make alterations or additions to the Premises, with the agreement of the Lessor which agreement shall not be unreasonably withheld, conditioned or delayed and provided that such alterations or additions are at Lessee's sole cost and expense and that such alterations or additions shall be of good workmanship or material at least equal to that of the original construction and that such alterations or additions neither shall reduce the size or strength of the existing building, nor adversely affect the market value of the Premises. The Lessee shall not be required to remove any such alterations or additions or to restore the building to its original condition that it was in at the commencement of this Lease at the termination of this Lease, but if Lessee does remove such alterations, then the building shall be restored to its original condition that it was in at the commencement of this Lease (ordinary wear and tear excepted).

26. SUBLET OR ASSIGN. The Lessee shall not have the right to sublet all or a portion of the Premises, or to assign this lease, either in whole or in part without the written consent of the Lessor which shall not be unreasonably withheld, conditioned or delayed and if the right to assign or sublet is granted it shall not relieve the Lessee of liability for the performance of all the agreements herein specified to be performed by the Lessee.

27. NOTICES. Any notice required to be given to either party shall be in writing and be sent to the parties as follows: Winfield Economic Development, Inc., c/o Jill Long, JP Long, CPA, LLC, 1021 Main, Winfield, Kansas, 67156. Any such notice to Lessee shall be addressed to General Manager – IMI Fluid Kinetics,. 1108 Industrial Road, Winfield, KS 67156

28. SUBORDINATION. Lessee agrees that this Lease shall be subordinate to any mortgage that may hereafter be placed upon the Premises and to all renewals and extensions thereof to which Lessee has given its written consent to be subordinate; provided that (a) the mortgagee named in such mortgages shall agree to recognize this Lease in the event of foreclosure if the Lessee is not then in default, (b) in the event that the Premises are damaged or destroyed at a time when neither Lessor nor Lessee are in default under the terms of this lease, and Lessor is not in default under the terms of any

such mortgages, any insurance proceeds that are available under the insurance policy(s) herein above required to be maintained are first applied to repair, replace or rebuild the Premises so damaged or destroyed, if Lessor and/or Lessee under the terms herein, are required to repair, replace or rebuild the Premises, and (c) any proceeds from condemnation awarded to Lessee shall be the sole property of Lessee.

29. RESPONSIBILITY FOR HAZARDOUS MATERIAL AND UNDERGROUND STORAGE TANKS.

(A) Definitions. As used in this paragraph, the following terms shall have the following meanings:

- (1) "Hazardous Material" means any substance, material or waste which is or at any time hereafter becomes regulated as "hazardous", or "toxic" or under any other similar designation by any local, state or federal governmental authority having jurisdiction over the premises. Such term includes, without limitation, (i) asbestos, (ii) any material substance or waste defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. 9601, et seq.) or any similar state or local law, ordinance or regulation, or (iv) any material, substance or waste defined as a "regulated substance" pursuant to Subchapter IX of the Solid Waste Disposal Act (42 U.S.C. 6991, et seq.).
- (2) "Improvements" means the buildings and other improvements located on the Real Estate including, but not limited to, the Premises.
- (3) "Property" means the Real Estate and Improvements.
- (4) "Real Estate" means the tract of land under and surrounding the Premises owned by the Lessor, including, without limitation, all ground water and other substances therein.
- (5) "Lessor Risk" means (i) the actual or alleged migration, spill, leaching, pouring, running, seeping, emptying, injection, discharge, dispersal, release, storage, treatment, generation, disposal or escape of any Hazardous Material into or onto the Property, other than by Lessee or Lessee's licensees, invitees, or customers and/or (ii) the presence or suspected presence of any Hazardous Material in or on the Property introduced into or onto the Property by Lessor either before, or during, the Term of this Lease

(B) Representations and Warranties. Lessor and Lessee represent and warrant to each other that to the best of their knowledge and belief (i) any handling, transportation, storage, treatment or usage of Hazardous Material that has occurred on the Property has been in compliance with all applicable federal, state and local laws, regulations and ordinances, (ii) no leak, spill, release, discharge, emission or disposal of any Hazardous

Material has occurred on the Property, (iii) the Property is free of any Hazardous Material and will be free of any Hazardous Material as of the date the Term of this Lease commences, other than inventory, cleaning supplies and other materials in normal quantities ordinarily used in the operation of Lessee's business ,and (iv) there are no underground storage tanks located on the Property.

(C) Indemnification. Lessee acknowledges that it has made such onsite investigations and inspections as it believes necessary to assure Lessee that except for the Lessor Risks the representation made by Lessor in Paragraph 29(B) is correct and Lessee hereby agrees to indemnify, defend and hold Lessor harmless from any and all loss, cost, damage and expenses that arises during or after the Term of this Lease as a result of the presence or suspected presence at any time of any Hazardous Material in or on the Property introduced onto the Property after the commencement of the Term of this Lease by Lessee except for Lessor Risks. The cost covered by the Lessee's indemnification include, without limitation, reasonable costs incurred in investigation of site conditions, fees of attorneys, engineers and other consultants that are incurred by Lessor in the event Lessor receives actual notice that a Hazardous Material has been introduced onto the Property by Lessee other than inventory, cleaning supplies and other materials in normal quantities ordinarily used in the operation of Lessee's business.

Lessor hereby agrees to indemnify, defend and hold Lessee harmless from any and all loss, cost, damage and expenses that arises during or after the Term of this Lease as a result of the presence or suspected presence at any time of any Hazardous Material in or on the Property introduced onto the Property by Lessor or that constitutes a Lessor Risk. The cost covered by the Lessor's indemnification include, without limitation, reasonable costs incurred in investigation of site conditions, fees of attorneys, engineers and other consultants that are incurred by Lessee as a result of Lessor introducing Hazardous Material onto the Property or a Lessor Risk. Provided that a third party's act or omission is included in Lessor's indemnification only to the extent that recovery is obtained from such third party by Lessor and/or Lessee.

(D) Notices. Lessee and Lessor agree to promptly notify the other in the event such party becomes aware of the presence of any Hazardous Material or any underground storage tank on the Property.

(E) Remedial Action. If at any time during the term of this Lease any action is required under any federal, state or local law, ordinance or regulation with respect to the presence or suspected presence of any Hazardous Material or any underground storage tank on the property, whichever party is required to act shall promptly take such action in accordance with such law, ordinance, or regulations as well as the order of any agency administering the same. Each shall fully advise the other as to any such required remedial action. If any such remedial actions would reasonably be expected to take more than six (6) months to complete, either party, as its option, may, by written notice to the other, terminate this Lease. If such remedial action would not reasonably be expected to take more than six (6) months to complete or if such remedial action would reasonably be expected to take more than six (6) months to complete and this Lease is not terminated as provided above, this Lease shall continue in full force and effect but rent payable hereunder shall be equitably reduced during the period in which such remedial action take place to reflect the actual loss of use of all or that portion of the property by Lessee as a result of such remedial action.

30. BINDING EFFECT. This Lease shall be binding upon, and shall insure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

31. MODIFYING AGREEMENT. This Lease contains the entire agreement of the parties both written and oral and shall not be amended, altered or otherwise modified, except in writing signed by the parties.

32. TIME. Time is of the essence in the performance of all obligations of Lessor and Lessee hereunder for which a time of performance is specified.

33. CHOICE OF LAWS. This Lease shall be construed under and in accordance with the laws of the State of Kansas, and all obligations of the parties created hereunder are performable in Cowley County.

34. QUIET ENJOYMENT. Lessor covenants that Lessee, upon performing the terms, conditions and covenants of this Lease, shall have quiet and peaceful possession of the Premises as against any person claiming the same by, through, or under Lessor.

35. BROKERS. Each party hereby represents and warrants to the other that it has not dealt with any real estate broker or agent in connection with the negotiation of this Lease, and that it knows of no real estate broker or agent who is entitled to a commission in connection with this Lease.

36. ATTORNEYS' FEES. If either party brings any action or legal proceeding for damages for an alleged breach of any provision of this Lease, or to enforce, protect or establish any term, condition or covenant of this Lease, or right of either party, the prevailing party shall be entitled to recover as a part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties have hereto duly executed this Lease as of the date and year first above written.

LESSOR

LESSEE

Winfield Economic Development, Inc.

IMI Fluid Kinetics

By *Nedger E. Steffen, Pres*

By *Michael J. Moore 3/9/2016*

Exhibit "A"

PLANS

Business Entity Search

Date: 10/03/2019

Be advised the business information on this page is for summary informational purposes only. It is not an official filing with the Secretary of State's office and should not be relied on as such. Please view actual documents filed by customers with the secretary of State's office to ensure accurate information. When filing a Uniform Commercial Code statement on an entity, consult with your attorney to ensure the correct debtor name.

Business Summary

Current Entity Name

WINFIELD ECONOMIC DEVELOPMENT, INC.

Business Entity ID Number

2454718

Current Mailing Address: JILL LONG - PO BOX 917, WINFIELD, KS 67156

Business Entity Type: KANSAS NOT FOR PROFIT CORPORATION

Date of Formation in Kansas: 02/20/1997

State of Organization: KS

Current Status: ACTIVE AND IN GOOD STANDING

Resident Agent and Registered Office

Resident Agent: WINFIELD ECONOMIC DEVELOPMENT, INC.

Registered Office: 1021 Main, WINFIELD, KS 67156

Annual Reports

The following annual report information is valid for active and delinquent status entities only.

Tax Closing Month: 12

The Last Annual Report on File: 12/2018

Next Annual Report Due: 06/15/2020

Forfeiture Date: 09/15/2020

A RESOLUTION

ADOPTING a policy statement relating to economic development tax exemptions pursuant to Article 11, Section 13, of the Constitution of the State of Kansas

WHEREAS, the voters of the State of Kansas approved an amendment to the Constitution of the State of Kansas on August 5, 1986, which authorizes cities or counties to grant property tax exemptions for economic development purposes; and,

WHEREAS, the governing body of the City of Winfield, Kansas, recognizes that a statement of policy regarding the granting of such tax exemptions is necessary and desirable for businesses to be able to anticipate the tax impact of relocation or expansion and for organizations promoting economic development,

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

Section 1. Purpose. The purpose of this resolution is to establish the official policy and procedures of the City of Winfield for the granting of property tax exemptions and tax incentives for real and personal property used for economic development purposes, in accordance with the provisions of Section 13 of Article 11 of the Constitution of the State of Kansas, hereinafter referred to as "the Amendment".

Section 2. General Objective. The securing of private economic growth and development and the addition of new jobs within the community are important current and long-term objectives of this city. The granting of property tax exemptions and tax incentives is one of the tools available under Kansas law to secure these public objectives. This resolution is intended to establish the procedure and policy standards to govern the fair, effective and judicious use of the power to grant such exemptions and tax incentives in this city.

Section 3. Legal Authority. The governing bodies of Kansas counties and cities may exempt certain property used for economic development purposes from taxes for a maximum of 10 years, in accordance with the provisions of the Amendment, subject to such limitations or prohibitions as may be enacted by the legislature that are uniformly applicable to all cities and counties. This authority is discretionary with the city, and the city may provide for tax exemptions-incentives in an amount and for purposes more restrictive than that authorized by the Constitution or any such legislation. Pursuant to its home rule powers, the city may (1) require the owners of any property for which an exemption is requested to provide certain information, (2) condition the granting of an exemption to an agreement providing for the payment of in lieu of taxes or charges under the provisions of K.S.A. 12-147 and 12-148, and (3)

require the payment of initial application and annual renewal fees reasonably necessary to cover the costs of administration.

Section 4. Definitions. For the purpose of this resolution, in application to this city, the words or phrases as used in either the Amendment or this resolution shall have meaning or be construed as follows:

(a) "Applicant" shall mean and include the business, property owner or owners, and their officers, employees and agents.

(b) "Associated therewith" as used with respect to tangible personal property shall mean being located within, upon or adjacent to buildings or added improvements to buildings

(c) "Commences operations" shall mean the start of the business activity housed in the building for which tax exemption or tax incentive is requested.

(d) "Economic development purposes" shall mean the establishment of new business or the expansion of an existing business engaged in manufacturing articles of commerce, conducting research and development, or storing goods or commodities which are sold or traded in interstate commerce, which results in additional employment.

(e) "Expansion" shall mean the enlargement of a building or buildings, construction of a new building, the addition of tangible personal property, or any combination thereof, which increases the employment capacity of a business eligible for a tax exemption-incentive and which results in the creation of new employment.

(f) "Manufacturing articles of commerce" shall mean a business engaged in the mechanical or chemical transformation of materials or substances into new products, as defined in the "Standard Industrial Classification Manual".

(g) "New employment" shall mean an increase in the number of employees of a business following the completion of an expansion of such business, which would not have occurred without such expansion.

(h) "Research and development" shall mean the application of science or technology to the improvement of either the process of manufacturing or manufactured products or both.

(i) "Storing goods or commodities which are sold or traded in interstate commerce" shall refer to the business of storing property which may be exempt from ad valorem taxation under the provisions of K.S.A. 79-201f.

(j) "Tangible personal property" shall mean machinery and equipment which has an asset life span equal to or greater than the maximum term of the tax exemption which may be granted.

(k) "Tax incentive" or "tax exemption-incentive" means the difference between the amount of ad valorem property taxes which the affected business would pay if there were no city-granted exemption and the amount required to be paid as in lieu of taxes or charges. For example, if the taxes required with no exemption were \$5,000, and the required in lieu of payment were \$3,000, the "tax incentive" would be \$2,000.

Section 5. Standards for Determining Tax Exemption-Incentive Benefits. The city will consider granting tax exemptions-incentives only upon a clear and factual showing of direct economic benefit to the city through advancement of its economic development goals, including the creation of additional jobs and the stimulation of additional private investment. The governing body, in determining the amount and term of a tax exemption-incentive to be granted, shall consider various factors including, but not limited to, the following:

- (a) The appraised valuation of the property in relation to the economic benefit to the city of increased employment.
- (b) The gain in tax revenue which may result from the new or expanded business, including the increase in the property tax base upon the expiration of the exemption.
- (c) The contribution that the new or expanded business will make towards increased employment and earnings within the community.
- (d) The number of new jobs created directly by the business in relation to the amount of tax incentive granted.
- (e) The degree to which the business improves the diversification of the economy of the city and its environs.
- (f) The kind of jobs created in relation to the type of skills available from the local labor market.
- (g) The utilization by the business of labor skills and abilities of unemployed persons in the community.
- (h) The degree to which the ultimate market for manufactured products is outside of the community.
- (i) The beneficial economic impact the business will have on a particular area of the city, including designated enterprise zones and areas of needed revitalization or redevelopment.
- (j) The potential of the business for future expansion and additional job creation.
- (k) The beneficial impacts that the business may have by creating other new businesses and jobs, including the utilization of local products or other materials and substances in manufacturing.

(l) The compatibility of the location of the business with land use and development plans of the city and the availability of existing infrastructure facilities and essential public services.

(m) The extent to which additional direct or indirect public costs to the city and other local units of government would be necessary, such as the cost of the extension of public facilities.

(n) The extent to which the economic and employment benefits of the tax incentive accrue to the residents and taxpayers of those taxing subdivisions which indirectly "subsidize" the business as a result of foregone tax revenue.

Section 6. General Procedure. The following basic procedure shall govern the issuance of tax exemptions-incentives within this city: (1) The applicant business shall apply for a tax exemption-incentive by filing a written application as provided in Section 14. (2) The city shall then determine whether the requested tax exemption-incentive (a) may be lawfully granted, and (b) should be granted, with the amount thereof later determined. (3) If it is determined that some tax exemption-incentive will be granted, a 100 percent exemption of the property of that business legally eligible for exemption shall be provided, but subject to an agreement of the business to make an in lieu of tax payment as may be required by the city. (4) The amount of the tax incentive, which will be an amount less than the taxes otherwise payable if the property were not exempt, will then be determined in accordance with this resolution. (5) Upon the failure of the business to timely and fully pay the in lieu of tax payments, as may be required as a condition of the granting of an exemption, or to provide reports or other information requested by the city and reasonably necessary for the implementation of this policy, the city shall either revoke or not renew the authorization of such an exemption. All requests for a tax exemption-incentive for economic development purposes shall be considered and acted upon in accordance with this resolution.

Section 7. Jurisdiction. The city shall grant tax exemptions-incentives only as to property located within the city. The city encourages the Board of County Commissioners of Cowley County to consult with the city as to applications outside the city and within three miles thereof and at the Strother Field Airport/Industrial Park.

Section 8. Nominal Tax Determination. All tangible property of a business receiving a tax exemption-incentive under this resolution shall be annually assessed by the county appraiser in the same manner as if it were not exempt, but the amount thereof shall not be placed on the assessment rolls. The amount of the property taxes which would be payable shall also be determined annually by the county clerk and treasurer, in the same manner as if the property were not exempt, but such amount shall not be placed on the tax rolls. Separate assessment and tax calculations shall be made for

the land, for the improvements thereon, and for any tangible personal property associated therewith. The appropriate county officers are requested to provide the city with this information as early as possible, but not later than November 15 of each year.

Section 9. Minimum Payment In Lieu of Taxes. Any applicant receiving a tax exemption-incentive pursuant to this resolution shall be required to make a minimum payment in lieu of taxes which equals the amount of property tax which was paid or was payable for the most recent year on the appraised valuation of the real estate, including either buildings together with land or land only, prior to the construction of new buildings or added improvements to buildings on such property or prior to the acquisition of the property by the new business. The purpose of requiring this minimum in lieu of tax payment is to insure that the city, county, school district and any other taxing jurisdictions affected by the exemption will not receive less tax revenue from the exempted property than was received prior to the exemption. For extraordinary reasons, such as when vacant buildings are acquired for a new business, or when the market value of the property decreases, this requirement may be waived partly or wholly by the governing body, as provided in Section 27.

Section 10. Special Assessments. Any tax exemption-incentive granted for real property under this resolution shall not affect the liability of such property for any special assessments levied or to be levied against such property.

Section 11. Pirating. The city shall discourage applications for tax exemptions-incentives, or not grant such tax incentives, which encourage and cause the pirating of business from another Kansas community to this community, or from this community to another Kansas community. It is the intent of the city to avoid participation in "bidding wars" between cities or areas competing for the location of new businesses or expansion of existing businesses, through attempts to offer the largest tax exemption-incentive or other public inducement, as detrimental to the state's economy and the public interest.

Section 12. Basis for Tax Exemption. Any tax exemption-incentive granted by the city shall be subject to the condition that the tax incentive must make such a difference in determining the establishment or expansion of the business that the business would not otherwise be established or expanded in the city. It is the policy of the governing body that private businesses should not be subsidized with public funds, the indirect consequences of tax exemptions-incentives, unless some public good results and the public subsidization reasonably can be expected to make a significant difference in achieving economic growth and development and the creation of new jobs within the city.

Section 13. No Exemptions. (1) No tax exemption-incentive shall be granted if the exemption would create an unfair advantage for one business over another competing business within the city. (2) No tax exemption shall be granted to any business which commenced operations prior to August 5, 1986. (3) No tax exemption

shall be granted for any building or added improvement to buildings constructed, prior to August 5, 1986, to facilitate the expansion of an existing business.

Section 14. Amount of Tax Exemptions-Incentives. The primary objectives of the city in granting tax exemptions-incentives for economic development are to provide needed jobs and expand the economic and tax base of the city. The city recognizes that a single and simple system of determining the amount of tax incentives granted to reach these objectives may not always be equitable if applied uniformly to different kinds of businesses. As a result, in determining the actual amount of tax incentive granted, the city shall consider the factors and criteria set forth in Section 5 of this resolution.

Section 15. Application Required. The city will not consider the granting of any tax exemption-incentive unless the business submits a full and complete application and provides such additional information as may be requested by the governing body. The city manager is hereby authorized and empowered to prepare a standard application form which, upon completion, will provide the governing body with adequate and sufficient information to determine whether a tax incentive should be granted and the amount thereof. The accuracy of the information provided in the application shall be verified by the applicant. Any misstatement of or error in fact may render the application null and void and may be cause for the repeal of any ordinance adopted in reliance on said information.

Section 16. Application and Renewal Fee. Any business requesting a tax exemption-incentive pursuant to this resolution shall pay to the city an application fee of \$250, which shall be submitted at the same time the application form required by Section 15 is submitted. In addition, any business which has been granted a tax incentive shall pay an annual renewal fee in the amount of \$100.

Section 17. Initial Review Procedure. On receipt of the completed application form and the required fee, the city clerk shall determine (a) whether the application is complete and sufficient for review, and (b) whether the applicant business is eligible for an exemption under the Amendment, this resolution and any other applicable laws. If the application is incomplete, the city clerk shall immediately notify the applicant, noting the need for such changes or additions as deemed necessary. If questions arise as to whether the business is legally eligible for an exemption, the matter shall be referred to the city attorney, who shall consult with the applicant business. If the application is found complete, and is for a purpose which appears to be authorized by law, the city clerk shall so notify the administrative review committee.

Section 18. Administrative Review Committee. There is hereby created an administrative review committee, which shall be composed of the mayor or other member of the governing body designated by the mayor, who shall serve as chairman, the city manager, and the city clerk, which shall meet on call of the chairman. The purpose of the administrative review committee shall be to receive and review

requests and applications for tax exemptions-incentives, to gather and review such additional information as may be deemed necessary, to conduct preliminary negotiations with the applicant business, and to make such recommendations as deemed advisable to the governing body. Administrative review committee records, including applications for tax exemptions, may be withheld from public disclosure under the Kansas Open Records Act as provided for under subsections (20) and (31) and other subsections of K.S.A. Supp. 45-221, but shall be available for public inspection when otherwise required by law. The committee is authorized to issue administrative letters of intent when requested by the applicant upon finding that the public interest requires confidentiality in order to successfully negotiate the location of the prospective business within the city or an expansion of existing business. Such administrative letters of intent shall not be binding on the governing body, and shall be superseded by any final action by the governing body or by letter of intent issued by the governing body under Section 21.

Section 19. Initial Governing Body Action. Upon receiving the recommendations of the administrative review committee, the governing body shall determine whether to reject the requested exemption or to further consider the request. Upon a favorable vote for further consideration, the governing body shall either (1) issue a letter of intent as provided by Section 21, or (2) schedule a public hearing thereon.

Section 20. Notice and Hearing. No tax exemption shall be granted by the city prior to a public hearing thereon, except by waiver of this requirement under Section 27. Notice of the public hearing shall be published at least seven days prior to the hearing in the official city newspaper, giving the time and place, and the hearing may be held at a regular or special meeting of the governing body. The city clerk shall thereupon notify the board of county commissioners, the superintendent of the appropriate school district, and the clerk of any other taxing jurisdiction, excluding the state, which derives or could derive property taxes from the affected business, advising them of the scheduled public hearing and inviting their review and comment. Upon request, the city clerk shall provide the public agency with a copy of the application. The applicant business shall be invited, but not required, to attend the public hearing.

Section 21. Letters of Intent. Upon receiving the recommendations of the administrative review committee, the governing body may issue a letter of intent, setting forth in general terms its proposed plans for granting a tax exemption-incentive and any conditions thereto. Such letters of intent shall be issued only with the approval of the governing body, as an expression of good faith intent, but shall not in any way bind the city to the granting of a tax exemption-incentive. Such letters of intent shall expire six months after issuance, but may be renewed. A public hearing shall not be required prior to the issuance of letters of intent. No elected or appointed officer, employee or committee of the city, and no chamber, board, development council or other body or individual, shall be authorized to speak for or commit the governing body to the

granting of a tax exemption-incentive. Letters of intent issued by the governing body shall supersede any letters issued by the administrative review committee.

Section 22. Annual Renewal. The extent and term of any tax exemption-incentive granted shall be subject to annual review and determination by the governing body to insure that the ownership and use of the property and any other qualifying criteria of the business for said tax exemption-incentive continue to exist. The review shall be completed by not later than February 1 of each year. The city may require an annual renewal application to be filed or other information necessary to assure the continued qualification of the exempt business.

Section 23. Exemption Ordinance. The city clerk shall provide a copy of the ordinance, as published in the official city newspaper, granting an exemption from taxation to the applicant for use in filing an initial request for tax exemption as required by K.S.A. 79-213, and by K.S.A. 79-210 for subsequent years.

Section 24. Exemption Forms. Copies of the exemption applications required by K.S.A. 79-213 and 79-210, and the statement required by K.S.A. 79-214 for the cessation of an exempt use of property, shall be filed with the city clerk by the property owner.

Section 25. Transfer of Ownership or Use. No tax exemptions-incentives granted by the city shall be transferred as a result of a change in the majority ownership of the business. Any new owner shall file a new application for a tax exemption-incentive. Further, the city shall be notified by the business of any substantive change in the use of a tax exempt property (see Section 24).

Section 26. Distribution of Revenue. The granting of tax exemptions-incentives by the city is hereby declared to be a contract under the provisions of K.S.A. 12-147. The in lieu of taxes payment which may be required of a business granted a tax exemption under this resolution shall be paid to the county treasurer, with notice of the amount and date paid provided to the city. The county treasurer is directed to apportion the payment, under the provisions of subsection (3) of K.S.A. 12-148, to the general fund of all taxing subdivisions, excluding the state, which levy taxes on property where the business is situated. The apportionment shall be based on the relative amount of taxes levied, for any and all purposes, by each of the applicable taxing subdivisions.

Section 27. Waiver of Policy Requirements. The governing body reserves the right to grant or not to grant a tax exemption under circumstances beyond the scope of this policy or to waive any procedural requirement. However, no such action or waiver shall be taken or made except upon a finding by the governing body that a compelling or imperative reason or emergency exists, and that such action or waiver is found and declared to be in the public interest. Said waivers and other actions contrary to this policy must follow the letter, spirit and intent of the Amendment.

BILL NO. 8724 (Continued)

Section 28. This resolution shall be in full force and effect from and after its adoption.

ADOPTED this 2nd day of February, 1987.

(Seal)



ATTEST:

[Signature]
City Clerk

[Signature]

Mayor

Approved as to form:

[Signature]
City Attorney

Approved for Commission action:

[Signature]
City Manager

A Tax Abatement Cost-Benefit Analysis of IMI Fluid Kinetics

The firm is located in: City of Winfield

Report Printed: 9/19/2019

Description of the firm's location or expansion in the community:

Introduction of CNC machining for the purpose of producing Choke Valves, Silencers, Steam Attenuators and Actuators for sale in Power and Oil/Gas Industries. Additional equipment and jobs will be added to the operation in support of the expansion.

This report includes an analysis of costs and benefits from the firm for the following taxing entities where the firm is or will be located. These taxing entities are considering tax abatements or incentives for the firm:

City:	Winfield
County:	Cowley
School District:	USD #465 Winfield
Special Taxing District:	Cowley College
State of Kansas	

Contents of this report:

About this Cost-Benefit Analysis Report	Page 2
Summary of Costs and Benefits for all Taxing Entities	Page 5
The Economic Impact that the Firm will have on the Community	Page 6
Costs and Benefits for:	
City:	Winfield
County:	Cowley
School District:	USD #465 Winfield
Special Taxing District:	Cowley College
State of Kansas	

This Kansas Tax Abatement Cost Benefit Analysis (CBA) is prepared by the Kansas Department of Commerce for the benefit and use of the State of Kansas and its local units of government. This model was developed to assess the costs and benefits property tax abatement and economic development incentives have on state revenues. The Department of Commerce makes no representations, guarantees, or warranties as to the accuracy, completeness, or suitability of the analysis or information contained in this CBA. The Kansas Department of Commerce specifically disclaims any and all liability for any claims or damages that may result from other uses of the analysis in this CBA.

About this Cost-Benefit Analysis Report

This cost-benefit analysis report was prepared using a computer program that analyzes economic and fiscal impact. The report shows the impact that the firm, its employees and workers in spin-off jobs will have on the community and the state.

The economic impact over the next ten years is calculated along with the accompanying public costs and benefits for the State of Kansas and the taxing entities included in this analysis.

The analysis also shows the effect of tax abatements and incentives that may be considered for the firm.

Here is how the analysis was performed:

1. Data was entered for the state and community's tax and other rates; the firm and its employees; tax abatements and other incentives being considered for the firm; construction activity; and expected visitors.
2. Using the data entered, as well as some rates built into the computer program, calculations were made of the economic impact of the firm along with the related costs and benefits.

The calculations of impact include direct, indirect and induced impact. Regional economic multipliers, specific to the firm's industry group, were used by the program to calculate the direct and induced or spin-off jobs and earnings in the community.

These are the report sections:

Summary of Costs and Benefits for all Taxing Entities

This report page summarizes the costs and benefits for all taxing entities resulting from the firm and from new direct, indirect and induced jobs.

The Economic Impact that the Firm will have on the Community

This report page shows the number of direct, indirect and induced jobs that will be created in the community, the number of new residents and additional school children, and increases in local personal income, retail sales, economic activity and the property tax base in the first year and over the next ten years.

Benefits and Costs for Each Taxing Entity

These report pages summarize the costs and benefits for the State of Kansas and for each taxing entity as a result of the firm locating or expanding in the Kansas community.

The public benefits include additional revenues from the firm and employees for the taxing entities - - sales taxes, property taxes, utilities, utility franchise fees, other payments by new residents, Payments in lieu of taxes (PILOT) by the firm and additional school funding. Public costs include the additional costs of public services for new residents and the firm, costs of educating new students that move to the school district, along with tax abatements and incentives provided to the firm.

In addition to a presentation of public costs and benefits, this report also computes the present value of net benefits to be received by each taxing entity; the payback period for incentives and taxes to be abated; the rate of return on investment for each entity, and, cost benefit ratios.

Payback Period

The investment payback period for each taxing entity was computed. This analysis views the financial incentives, including tax abatement, that the taxing entities are considering for the firm as an investment that the public will be making in the company. The payback period, therefore, is the number of years that it will take each taxing entity to recover the cost of incentives from the net annual benefits that they will receive. This payback period also shows the point in time where the cost and benefits are equal for the level and length of tax abatements and incentives being granted. The payback period is a basis for judging the appropriateness of providing incentives to a firm. Generally, the shorter the payback period the better the investment.

Present Value

The present value of the expected cash flow over the next ten years for each entity was computed. Present value is a way of expressing in today's dollars, dollars to be paid or received in the future. Today's dollar and a dollar to be received or paid at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. The analysis uses a discount rate that is entered to make the dollars comparable—by expressing them in today's dollars (present value). Generally, a positive present value indicates an acceptable investment.

Rate of Return on Investment

The rate of return on investment for each taxing entity was also computed. As with the computation of payback, the rate of return analysis views the incentives that each taxing entity is considering as an investment that the public will be making in the company. The rate of return, therefore, is the compound rate of return, over the next ten years, on each taxing entity's investment in the firm. Generally, a positive compound rate of return is considered desirable.

Benefit to Cost Ratio

The benefit to cost ratio for each taxing entity was also computed. This ratio compares public benefits over a ten year period from the new or expanding firm to public costs during the same period. For example, a benefit to cost ratio of 1.55 (or 1.55 to 1) shows that ten year benefits are 155 percent of public costs. Conversely, a benefit to cost ratio of .75 shows that public benefits are only 75 percent of public costs --costs exceed benefits. Generally, a benefit to cost ratio of 1.30 to 1 is considered acceptable for a taxing entity to grant tax abatements and other financial incentives to a firm.

How were the benefits and costs determined?

City, County, Special Taxing District and State Benefits and Costs

The Cost Benefit Analysis (CBA) operates with the assumption that 70% of the jurisdiction's revenues and expenditures supports its citizens, and 30% supports its businesses. Therefore, 70% of the revenues/costs (divided by number of residents) are calculated as the average revenue/cost per resident; 30% of these revenues/costs (divided by the number of workers in the jurisdiction) are calculated as the average revenue/cost per worker.

The CBA predicts potential benefits and costs from residents by multiplying the number of new employees moving to the jurisdiction by the average revenue/cost per resident. Benefits and costs from the business expansion are predicted by multiplying the average revenue/cost per worker.

Collection of sales taxes, transient guest taxes and property taxes as well as utility enterprises and franchise fees are potential benefits from an expansion.. Other revenues include fees, permits, license, and other charges.

The program predicts costs by removing utility enterprise expenditures and internal transfers from the general operating budget, and reducing the result to a cost per resident and a cost per worker.

School District Benefits and Costs

Property taxes as well as state and federal payments per full time student are used to predict benefits a school district may realize. The Kansas Department of Education condenses the school district's budget to a cost per student. One new student will not cause the addition of a new classroom or the hiring of another teacher, so it would not be fair to estimate the impact of new students using the average cost per student. The program utilizes a marginal cost per student (10% of the average cost per student, unless a different percentage is requested) to predict the cost to the district when a new student is added. Revenue per student is calculated from the amount of state and federal payment per student that the district receives.

The business predicts the average family size of new employees moving to the jurisdiction and the number of school age children in the family. The CBA can work with percentages, as in a family size of 2.5.

Indirect Jobs

The ripple or spin-off economic activity created by an expansion generates indirect or induced benefits. The number of jobs this activity generates depends largely on the type of business that is expanding and what types of jobs will be needed to support not only the business, but the new employees and their families. The program uses a default of 10% of the number of new employees to predict these jobs. The percentage can be adjusted, depending on community conditions, which also determine whether the indirect workers will be moving from out of state or out of county.

Formulas used in this analysis

- Present Value = $(\text{Total Benefits (for the year)} \div 1 + \text{Discount Rate (5.5\%)})^{\text{Number of Years Abated}}$
- Compound Rate of Return = $((\text{Present Value of Total Costs} \div \text{Present Value of Total Benefits})^{\frac{1}{\text{Number of Years Abated}}}) - 1$
- Benefit to Cost Ratio = $\text{Present Value of Total Benefits} \div \text{Present Value of Total Costs}$
- Payback Period = The point where total benefits equal or surpass total costs.

K.S.A. 79-213 (g) allows governmental bodies to seek assistance provided by the Kansas Department of Commerce (COMMERCE) in preparing an application requesting exemption from property taxes. COMMERCE prepared this cost benefit analysis as a service under this statute utilizing data gathered by the requesting governmental body, and makes no recommendation to the Board of Tax Appeals either for or against approval of a request for tax abatement.

Summary of Costs and Benefits for all Taxing Units

Benefits:

	Sales Taxes	Property Taxes	Utilities and Utility Franchise Fees	Corporate and Personal Income Taxes	Additional School Funding	Other Revenues (Including PILOT)	Total Benefits
City: Winfield	\$121,044	\$234,211	(\$370)			\$179,407	\$534,291
County: Cowley	\$4,095	\$186,619				\$9,901	\$200,615
USD #465 Winfield		\$218,864			\$0		\$218,864
Cowley College		\$83,348				\$29,352	\$112,701
State of Kansas	\$116,543	\$6,477		\$560,639		\$211,789	\$895,447

Costs, Incentives and Taxes Abated:

	Costs of Services for the Firm and New Residents	Costs of Educating New Students	Taxes Abated	Incentives	Total Taxes Abated & Incentives	Total Costs
City: Winfield	\$23,743		\$233,201	\$0	\$233,201	\$256,944
County: Cowley	\$9,804		\$185,655	\$0	\$185,655	\$195,458
USD #465 Winfield		\$0	\$218,864		\$218,864	\$218,864
Cowley College	\$8,992		\$83,348		\$83,348	\$92,340
State of Kansas	\$73,948	\$86,301	\$6,448	\$0	\$6,448	\$166,698

Net Benefits:

	Total Benefits	Present Value of Total Benefits	Total Costs (Includes Taxes Abated and Incentives)	Present Value of Total Costs	Benefit to Cost Ratio (Over 10 Years)
City: Winfield	\$534,291	\$397,813	\$256,944	\$190,511	2.09 : 1
County: Cowley	\$200,615	\$148,988	\$195,458	\$145,103	1.03 : 1
USD #465 Winfield	\$218,864	\$162,836	\$218,864	\$162,836	1. : 1
Cowley College	\$112,701	\$83,328	\$92,340	\$68,541	1.22 : 1
State of Kansas	\$895,447	\$665,181	\$166,698	\$118,818	5.6 : 1

Other

	Net Benefits	Present Value of Net Benefits	Taxes Abated & Incentives	Present Value of Taxes Abated and Incentives	Payback Period for Taxes Abated and Incentives and	Compound Rate of Return (Over 10 Yrs)
City: Winfield	\$277,348	\$208,603	\$233,201	\$173,503	5 Years	7.64%
County: Cowley	\$5,156	\$3,885	\$185,655	\$138,973	9 Years	0.26%
USD #465 Winfield	\$0	\$0	\$218,864	\$162,836	>10 Years	N/A
Cowley College	\$20,361	\$14,786	\$91,061	\$62,012	8 Years	1.97%
State of Kansas	\$728,749	\$544,451	\$6,448	\$4,798	1 Year	18.80%

The Economic Impact of this expansion by IMI Fluid Kinetics

NAICS Code 332313 - Fabricated metal manufacturing

	<u>In the first year</u>	<u>Over the next ten years</u>
*Number of new direct and indirect jobs to be created	4	10
Number of new residents in the community	0	1
Number of additional students in the local school district	0	2
**Increase in local personal income	\$175,909	\$1,070,977
***Increase in local retail sales	\$61,568	\$374,842
Increase in the community's property tax base	\$3,000,000	\$3,914,320
Land	\$0	\$0
Buildings	\$1,500,000	\$1,957,160
Furniture, fixtures & Equipment	\$0	\$0
Residential Property	\$0	\$3,257

*The Employment Multiplier for NAICS Code 332313 is 1.9333. The Employment Multiplier is used to estimate the total change in the number of direct and indirect jobs as a result of the expansion.

**The Earnings Multiplier for NAICS Code 332313 is 1.7246. The Earnings Multiplier is used for estimating to what degree more personal income will be generated.

***The Percentage of Gross Salaries expected to be spent on retail sales is 0.35

Property taxes to be abated by the following taxing entities:

City	<input checked="" type="checkbox"/>	Special Taxing District 1	<input checked="" type="checkbox"/>
County	<input checked="" type="checkbox"/>	Special Taxing District 2	<input type="checkbox"/>
School District	<input checked="" type="checkbox"/>	The State	<input checked="" type="checkbox"/>

Percent of property taxes to be abated on:

	Land	Buildings and Improvements	Furniture, Fixtures & Equipment
Year 1	100.00%	100.00%	0.00%
Year 2	100.00%	100.00%	0.00%
Year 3	100.00%	100.00%	0.00%
Year 4	100.00%	100.00%	0.00%
Year 5	100.00%	100.00%	0.00%
Year 6	100.00%	100.00%	0.00%
Year 7	100.00%	100.00%	0.00%
Year 8	100.00%	100.00%	0.00%
Year 9	100.00%	100.00%	0.00%
Year 10	100.00%	100.00%	0.00%

City of: Winfield

Benefits:

Year	Sales Taxes	Property Taxes	Utilities and Utility Franchise Fees	Other Municipal Revenues (Including PILOT)	Total
Construction Period	\$12,129	\$0	\$0	\$0	\$12,129
1	\$19,002	\$20,342	(\$76)	\$6,683	\$45,951
2	\$7,079	\$20,953	(\$78)	\$8,100	\$36,054
3	\$12,501	\$21,639	(\$45)	\$17,171	\$51,266
4	\$8,512	\$22,288	(\$43)	\$17,686	\$48,443
5	\$9,283	\$22,987	(\$41)	\$18,541	\$50,770
6	\$9,561	\$23,708	(\$38)	\$19,097	\$52,328
7	\$9,848	\$24,451	(\$35)	\$21,368	\$55,632
8	\$10,144	\$25,185	(\$32)	\$20,260	\$55,557
9	\$11,028	\$25,940	(\$28)	\$21,233	\$58,174
10	\$11,957	\$26,719	\$44	\$29,269	\$67,988
Total	\$121,044	\$234,211	(\$370)	\$179,407	\$534,291

Costs:

Year	Property Taxes Abated	Incentives	Taxes Abated & Incentives	City Costs for the firm and Municipal Services for New Residents	Total Costs, Taxes Abated & Incentives
Construction Period	\$0	\$0	\$0	\$0	\$0
1	\$20,342	\$0	\$20,342	\$653	\$20,996
2	\$20,953	\$0	\$20,953	\$1,010	\$21,962
3	\$21,581	\$0	\$21,581	\$2,392	\$23,973
4	\$22,229	\$0	\$22,229	\$2,464	\$24,692
5	\$22,895	\$0	\$22,895	\$2,538	\$25,433
6	\$23,582	\$0	\$23,582	\$2,614	\$26,196
7	\$24,290	\$0	\$24,290	\$2,692	\$26,982
8	\$25,018	\$0	\$25,018	\$2,773	\$27,791
9	\$25,769	\$0	\$25,769	\$2,856	\$28,625
10	\$26,542	\$0	\$26,542	\$3,752	\$30,294
Total	\$233,201	\$0	\$233,201	\$23,743	\$256,944

Net Benefits (or Costs)

Year	Public Benefits	Public Costs, Property Taxes Abated and Incentives	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of taxes abated and incentives
Construction Period	\$12,129	\$0	\$12,129	\$12,129	\$0
1	\$45,951	\$20,996	\$24,955	\$24,955	\$19,282
2	\$36,054	\$21,962	\$14,092	\$12,661	\$18,825
3	\$51,266	\$23,973	\$27,293	\$23,243	\$18,379
4	\$48,443	\$24,692	\$23,751	\$19,172	\$17,943
5	\$50,770	\$25,433	\$25,337	\$19,386	\$17,518
6	\$52,328	\$26,196	\$26,132	\$18,952	\$17,103
7	\$55,632	\$26,982	\$28,651	\$19,695	\$16,698
8	\$55,557	\$27,791	\$27,766	\$18,092	\$16,302
9	\$58,174	\$28,625	\$29,549	\$18,250	\$15,916
10	\$67,988	\$30,294	\$37,695	\$22,068	\$15,539
Total	\$534,291	\$256,944	\$277,348	\$208,603	\$173,503

Discounted payback period for taxes abated and incentives	5 Years
Compound rate of return over the next ten years on the city's investment of taxes abated and incentives for the firm	7.64%
Benefit/Cost Ratio (Over 10 Years).....	2.09 : 1

Cowley County

Benefits:

Year	Sales Taxes	Property Taxes	Other County Revenues (Including PILOT)	Total
Construction Period	\$500	\$0	\$0	\$500
1	\$255	\$16,195	\$220	\$16,670
2	\$263	\$16,681	\$340	\$17,283
3	\$468	\$17,236	\$994	\$18,697
4	\$316	\$17,753	\$1,024	\$19,092
5	\$344	\$18,315	\$1,054	\$19,713
6	\$355	\$18,894	\$1,086	\$20,335
7	\$365	\$19,492	\$1,118	\$20,976
8	\$376	\$20,076	\$1,152	\$21,605
9	\$409	\$20,679	\$1,187	\$22,275
10	\$444	\$21,299	\$1,727	\$23,469
Total	\$4,095	\$186,619	\$9,901	\$200,615

Costs:

Year	Property Taxes Abated	Incentives	Taxes Abated & Incentives	County Costs for the firm and County Services for New Residents	Total
Construction Period	\$0	\$0	\$0	\$0	\$0
1	\$16,195	\$0	\$16,195	\$218	\$16,413
2	\$16,681	\$0	\$16,681	\$337	\$17,017
3	\$17,181	\$0	\$17,181	\$984	\$18,165
4	\$17,696	\$0	\$17,696	\$1,013	\$18,710
5	\$18,227	\$0	\$18,227	\$1,044	\$19,271
6	\$18,774	\$0	\$18,774	\$1,075	\$19,849
7	\$19,337	\$0	\$19,337	\$1,107	\$20,445
8	\$19,917	\$0	\$19,917	\$1,141	\$21,058
9	\$20,515	\$0	\$20,515	\$1,175	\$21,690
10	\$21,130	\$0	\$21,130	\$1,710	\$22,840
Total	\$185,655	\$0	\$185,655	\$9,804	\$195,458

Net Benefits (or Costs)

Year	Public Benefits	Public Costs, Property Taxes Abated and Incentives	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of taxes abated and incentives
Construction Period	\$500	\$0	\$500	\$500	\$0
1	\$16,670	\$16,413	\$257	\$244	\$16,195
2	\$17,283	\$17,017	\$266	\$239	\$14,987
3	\$18,697	\$18,165	\$532	\$453	\$14,632
4	\$19,092	\$18,710	\$382	\$309	\$14,285
5	\$19,713	\$19,271	\$442	\$338	\$13,946
6	\$20,335	\$19,849	\$485	\$352	\$13,616
7	\$20,976	\$20,445	\$531	\$365	\$13,293
8	\$21,605	\$21,058	\$547	\$356	\$12,978
9	\$22,275	\$21,690	\$585	\$361	\$12,671
10	\$23,469	\$22,840	\$629	\$368	\$12,370
Total	\$200,615	\$195,458	\$5,156	\$3,885	\$138,973

Discounted payback period for taxes abated and incentives	9years
Compound rate of return over the next ten years on the county's investment of taxes abated and incentives for the firm.....	0.26%
Benefit/Cost Ratio (Over 10 Years).....	1.03 : 1

School District: USD #465 Winfield

Benefits:

Year	Property Taxes	Additional State, Federal and Other School Funding (Including PILOT)	Total
1	\$19,092	\$0	\$19,092
2	\$19,664	\$0	\$19,664
3	\$20,254	\$0	\$20,254
4	\$20,862	\$0	\$20,862
5	\$21,488	\$0	\$21,488
6	\$22,132	\$0	\$22,132
7	\$22,796	\$0	\$22,796
8	\$23,480	\$0	\$23,480
9	\$24,185	\$0	\$24,185
10	\$24,910	\$0	\$24,910
Total	\$218,864	\$0	\$218,864

Costs:

Year	Additional Costs	Property Taxes Abated	Total
1	\$0	\$19,092	\$19,092
2	\$0	\$19,664	\$19,664
3	\$0	\$20,254	\$20,254
4	\$0	\$20,862	\$20,862
5	\$0	\$21,488	\$21,488
6	\$0	\$22,132	\$22,132
7	\$0	\$22,796	\$22,796
8	\$0	\$23,480	\$23,480
9	\$0	\$24,185	\$24,185
10	\$0	\$24,910	\$24,910
Total	\$0	\$218,864	\$218,864

Net Benefits (or Costs)

Year	Public Benefits	Total Costs and Property Taxes Abated	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of Taxes Abated
1	\$19,092	\$19,092	\$0	\$0	\$18,096
2	\$19,664	\$19,664	\$0	\$0	\$17,668
3	\$20,254	\$20,254	\$0	\$0	\$17,249
4	\$20,862	\$20,862	\$0	\$0	\$16,840
5	\$21,488	\$21,488	\$0	\$0	\$16,441
6	\$22,132	\$22,132	\$0	\$0	\$16,051
7	\$22,796	\$22,796	\$0	\$0	\$15,671
8	\$23,480	\$23,480	\$0	\$0	\$15,300
9	\$24,185	\$24,185	\$0	\$0	\$14,937
10	\$24,910	\$24,910	\$0	\$0	\$14,583
Total	\$218,864	\$218,864	\$0	\$0	\$162,836

Discounted payback period for taxes abated and incentives	>10 Years
Compound rate of return over the next ten years on the school district's investment of taxes abated and incentives for the firm	0.00%
Benefit/Cost Ratio (Over 10 Years).....	1. : 1

Special Taxing District: Cowley College

Benefits:

Year	Property Taxes	Additional Revenues	Total
1	\$7,271	\$1,123	\$8,394
2	\$7,489	\$1,736	\$9,224
3	\$7,713	\$2,979	\$10,693
4	\$7,945	\$3,069	\$11,013
5	\$8,183	\$3,161	\$11,344
6	\$8,429	\$3,256	\$11,684
7	\$8,681	\$3,353	\$12,035
8	\$8,942	\$3,454	\$12,396
9	\$9,210	\$3,558	\$12,768
10	\$9,486	\$3,664	\$13,151
Total	\$83,348	\$29,352	\$112,701

Costs:

Year	Additional Costs	Property Taxes Abated	Total
1	\$344	\$7,271	\$7,615
2	\$532	\$7,489	\$8,020
3	\$913	\$7,713	\$8,626
4	\$940	\$7,945	\$8,885
5	\$968	\$8,183	\$9,151
6	\$997	\$8,429	\$9,426
7	\$1,027	\$8,681	\$9,709
8	\$1,058	\$8,942	\$10,000
9	\$1,090	\$9,210	\$10,300
10	\$1,122	\$9,486	\$10,609
Total	\$8,992	\$83,348	\$92,340

Net Benefits (or Costs)

Year	Public Benefits	Total Costs and Property Taxes Abated	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of Taxes Abated
1	\$8,394	\$7,615	\$779	\$739	\$6,891
2	\$9,224	\$8,020	\$1,204	\$1,082	\$6,728
3	\$10,693	\$8,626	\$2,067	\$1,760	\$6,569
4	\$11,013	\$8,885	\$2,129	\$1,718	\$6,413
5	\$11,344	\$9,151	\$2,193	\$1,678	\$6,261
6	\$11,684	\$9,426	\$2,258	\$1,638	\$6,113
7	\$12,035	\$9,709	\$2,326	\$1,599	\$5,968
8	\$12,396	\$10,000	\$2,396	\$1,561	\$5,826
9	\$12,768	\$10,300	\$2,468	\$1,524	\$5,688
10	\$13,151	\$10,609	\$2,542	\$1,488	\$5,554
Total	\$112,701	\$92,340	\$20,361	\$14,786	\$62,012

Discounted payback period for taxes abated and incentives	8 Years
Compound rate of return over the next ten years on the taxing district's investment of taxes abated and incentives for the firm	1.97%
Benefit/Cost Ratio (Over 10 Years).....	1.22 : 1

State of Kansas

Benefits:

Year	Sales Taxes	Property Taxes	Corporate and Personal Income Taxes	Other State Revenues (Including PILOT)	Total
Construction Period	\$27,675		\$9,000	\$0	\$36,675
1	\$6,273	\$563	\$39,299	\$2,952	\$49,087
2	\$6,461	\$579	\$42,486	\$4,561	\$54,087
3	\$11,941	\$598	\$52,688	\$22,972	\$88,198
4	\$7,769	\$616	\$54,313	\$23,661	\$86,359
5	\$8,472	\$636	\$55,988	\$24,371	\$89,467
6	\$8,727	\$656	\$57,712	\$25,102	\$92,197
7	\$8,988	\$676	\$59,489	\$25,855	\$95,009
8	\$9,258	\$697	\$61,318	\$26,631	\$97,904
9	\$10,066	\$717	\$63,203	\$27,430	\$101,416
10	\$10,913	\$739	\$65,144	\$28,253	\$105,049
Total	\$116,543	\$6,477	\$560,639	\$211,789	\$895,447

Costs:

Year	Property Taxes Abated	Incentives	Taxes Abated & Incentives	State Costs for the firm and Services for New Residents	Cost of Educating New Students	Total
Construction Period	\$0	\$0	\$0	\$0	\$0	\$0
1	\$563	\$0	\$563	\$1,774	\$0	\$2,337
2	\$579	\$0	\$579	\$2,741	\$0	\$3,320
3	\$597	\$0	\$597	\$7,808	\$9,705	\$18,110
4	\$615	\$0	\$615	\$8,042	\$9,996	\$18,653
5	\$633	\$0	\$633	\$8,284	\$10,296	\$19,213
6	\$652	\$0	\$652	\$8,532	\$10,605	\$19,789
7	\$672	\$0	\$672	\$8,788	\$10,923	\$20,383
8	\$692	\$0	\$692	\$9,052	\$11,251	\$20,995
9	\$713	\$0	\$713	\$9,323	\$11,588	\$21,624
10	\$734	\$0	\$734	\$9,603	\$11,936	\$22,273
Total	\$6,448	\$0	\$6,448	\$73,948	\$86,301	\$166,698

Net Benefits (or Costs)

Year	Public Benefits	Public Costs, Property Taxes Abated and Incentives	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of taxes abated and incentives
Construction Period	\$36,675	\$0	\$36,675	\$34,763	\$0
1	\$49,087	\$2,337	\$46,750	\$44,313	\$533
2	\$54,087	\$3,320	\$50,767	\$45,612	\$521
3	\$88,198	\$18,110	\$70,088	\$59,688	\$508
4	\$86,359	\$18,653	\$67,706	\$54,653	\$496
5	\$89,467	\$19,213	\$70,254	\$53,754	\$484
6	\$92,197	\$19,789	\$72,407	\$52,513	\$473
7	\$95,009	\$20,383	\$74,625	\$51,300	\$462
8	\$97,904	\$20,995	\$76,909	\$50,114	\$451
9	\$101,416	\$21,624	\$79,791	\$49,281	\$440
10	\$105,049	\$22,273	\$82,776	\$48,459	\$430
Total	\$895,447	\$166,698	\$728,749	\$544,451	\$4,798

Discounted payback period for taxes abated and incentives	1 Year
Compound rate of return over the next ten years on the state's investment of taxes abated and incentives for the firm	18.80%
Benefit/Cost Ratio (Over 10 years).....	5.6 : 1

TO: Winfield Daily Courier
FROM: City of Winfield
RE: Notice of Public Hearing-Winfield Economic Development/IMI Fluid Kinetics
Tax Exemption
PUBLICATION: Legal ad, 1-time print, Friday, November 8, 2019
AFFIDAVIT OF PUBLICATION: 3 copies

NOTICE OF PUBLIC HEARING TAX EXEMPTION APPLICATION

Public notice is hereby given that the Governing Body of the City of Winfield, Cowley County, Kansas, will conduct a public hearing on Monday, November 18, 2019, at 5:30 p.m. in the Community Council Room, City Hall, 200 East Ninth, Winfield, Kansas, in regard to an application by Winfield Economic Development/IMI Fluid Kinetics for exemption from ad valorem taxation. The Governing Body pursuant to Article 11, Section 13 of the Kansas Constitution may grant exemption for land, buildings, and related equipment to be used by the applicant for (1) manufacturing articles of commerce, (2) research and development, or (3) storing of goods traded in interstate commerce. The property proposed includes:

REAL PROPERTY

13,000 square foot building expansion and improvements located at 1108 Industrial Road, Winfield, Kansas, R5804, 177-26-0-10-04-003.00. 2019 appraised value, \$333,340.

PERSONAL PROPERTY

SMTCL VMC2100B CNC Vertical Machining Center, 2019 value \$244,170

The application, its supporting exhibits and the cost benefit analysis required by K.S.A. 1990 Supp. 79-251(a)(1) are on file in the City Manager's Office and are available for public inspection during normal business hours. All persons having an interest in the matter will be given an opportunity to be heard at the time and place above specified.

Reasonable accommodations are available for persons needing assistance. Requests for accommodation should be submitted to the City Clerk's Office (620-221-5500) by 5:00 p.m., November 14, 2019.

Gary Mangus, Assistant to the City Manager



November 5, 2019

Michael Meseke
IMI Fluid Kinetics
1108 Industrial Rd
Winfield, KS 67156

Michael

Please be advised that representatives of IMI Fluid Kinetics are invited to attend a Public Hearing, November 18, 2019, conducted by the Governing Body of the City of Winfield to consider the application of IMI Fluid Kinetics, requesting property tax exemption. The Public Hearing will be held at 5:30 p.m. in the Community Council Room, City Hall, 200 East Ninth, Winfield, Kansas.

REAL PROPERTY

13,000 square foot building expansion and improvements located at 1108 Industrial Road, Winfield, Kansas, R5804, 177-26-0-10-04-003.00. 2019 appraised value, \$333,340.

PERSONAL PROPERTY

SMTCL VMC2100B CNC Vertical Machining Center, 2019 value \$244,170

Property tax exemption may be granted pursuant to the provisions of Section 13, Article 11 of the Kansas Constitution. K.S.A. 79-251 requires the Governing Body to develop and adopt official policies and procedures for granting such exemptions including (1) preparation of an analysis of the costs and benefits of each exemption, and (2) a procedure for monitoring the compliance of a business receiving an exemption. It must also conduct a Public Hearing.

I have enclosed a copy of (1) the City's Tax Exemption Policy, (2) the IMI Fluid Kinetics application, and (3) the associated Cost/Benefit Analysis Summary. Should you have any questions or are in need of further information, please contact me, 620-221-5525 or email: gmangus@winfieldks.org.

THE CITY OF WINFIELD, KANSAS

Gary W. Mangus
Assistant to the City Manager

Enclosures

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our web-site at www.usps.com ®	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	
11/5/19	
Sent To <u>Michael Meseke - IMI Fluid Kinetics</u>	
Street, Apt. No., or PO Box No. <u>FK EDX no fee</u>	
City, State, ZIP+4	
PS Form 3800, August 2006	
See Reverse for Instructions	

7012 1640 0000 1815 3760



November 5, 2019

Tiffany Vollmer
Cowley College
PO Box 1147
Arkansas City, KS 67005

Tiffany,

Please be advised that representatives of Cowley College are invited to attend a Public Hearing, November 18, 2019, conducted by the Governing Body of the City of Winfield to consider the application of IMI Fluid Kinetics, requesting property tax exemption. The Public Hearing will be held at 5:30 p.m. in the Community Council Room, City Hall, 200 East Ninth, Winfield, Kansas.

REAL PROPERTY

13,000 square foot building expansion and improvements located at 1108 Industrial Road, Winfield, Kansas, R5804, 177-26-0-10-04-003.00. 2019 appraised value, \$333,340.

PERSONAL PROPERTY

SMTCL VMC2100B CNC Vertical Machining Center, 2019 value \$244,170

Property tax exemption may be granted pursuant to the provisions of Section 13, Article 11 of the Kansas Constitution. K.S.A. 79-251 requires the Governing Body to develop and adopt official policies and procedures for granting such exemptions including (1) preparation of an analysis of the costs and benefits of each exemption, and (2) a procedure for monitoring the compliance of a business receiving an exemption. It must also conduct a Public Hearing.

I have enclosed a copy of (1) the City's Tax Exemption Policy, (2) the IMI Fluid Kinetics application, and (3) the associated Cost/Benefit Analysis Summary. Should you have any questions or are in need of further information, please contact me, 620-221-5525 or email: gmangus@winfieldks.org.

THE CITY OF WINFIELD, KANSAS

Gary W. Mangus
Assistant to the City Manager

Enclosures

Gary Mangus[Assistant to the City Manager]City of Winfield, KS|200 E. 9th Ave., Winfield K

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
11/5/19 Postmark Here	
Sent To: Tiffany Vollmer - Cowley College	
Street, Apt. No., or PO Box No. FIC FOX notice	
City, State, ZIP+4	

PS Form 3800, August 2006 See Reverse for Instructions



November 5, 2019

Tom Fell
USD 465
1407 Wheat Rd.
Winfield, KS 67156

Tom,

Please be advised that representatives of USD 465 are invited to attend a Public Hearing, November 18, 2019, conducted by the Governing Body of the City of Winfield to consider the application of IMI Fluid Kinetics, requesting property tax exemption. The Public Hearing will be held at 5:30 p.m. in the Community Council Room, City Hall, 200 East Ninth, Winfield, Kansas.

REAL PROPERTY

13,000 square foot building expansion and improvements located at 1108 Industrial Road, Winfield, Kansas, R5804, 177-26-0-10-04-003.00. 2019 appraised value, \$333,340.

PERSONAL PROPERTY

SMTCL VMC2I00B CNC Vertical Machining Center, 2019 value \$244,170

Property tax exemption may be granted pursuant to the provisions of Section 13, Article 11 of the Kansas Constitution. K.S.A. 79-251 requires the Governing Body to develop and adopt official policies and procedures for granting such exemptions including (1) preparation of an analysis of the costs and benefits of each exemption, and (2) a procedure for monitoring the compliance of a business receiving an exemption. It must also conduct a Public Hearing.

I have enclosed a copy of (1) the City's Tax Exemption Policy, (2) the IMI Fluid Kinetics application, and (3) the associated Cost/Benefit Analysis Summary. Should you have any questions or are in need of further information, please contact me, 620-221-5525 or email: gmangus@winfieldks.org.

THE CITY OF WINFIELD, KANSAS

Gary W. Mangus
Assistant to the City Manager

Enclosures

Gary Mangus|Assistant to the City Manager|City of Winfield, KS|200 E. 9th Ave., Winfield

7012 1640 0000 1815 3784

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com ®	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Sent To <u>Tom Fell - USD 465</u>	
Street, Apt. No., or PO Box No. <u>FK EDX notice</u>	
City, State, ZIP+4	

11/5/19
Postmark
Here

PS Form 3800, August 2006 See Reverse for Instructions



November 5, 2019

Karen Madison
Cowley County Clerk
311 E. 9th
Winfield, KS 67156

Karen,

Please be advised that representatives of Cowley County are invited to attend a Public Hearing, November 18, 2019, conducted by the Governing Body of the City of Winfield to consider the application of IMI Fluid Kinetics, requesting property tax exemption. The Public Hearing will be held at 5:30 p.m. in the Community Council Room, City Hall, 200 East Ninth, Winfield, Kansas.

REAL PROPERTY

13,000 square foot building expansion and improvements located at 1108 Industrial Road, Winfield, Kansas, R5804, 177-26-0-10-04-003.00. 2019 appraised value, \$333,340.

PERSONAL PROPERTY

SMTCL VMC2100B CNC Vertical Machining Center, 2019 value \$244,170

Property tax exemption may be granted pursuant to the provisions of Section 13, Article 11 of the Kansas Constitution. K.S.A. 79-251 requires the Governing Body to develop and adopt official policies and procedures for granting such exemptions including (1) preparation of an analysis of the costs and benefits of each exemption, and (2) a procedure for monitoring the compliance of a business receiving an exemption. It must also conduct a Public Hearing.

I have enclosed a copy of (1) the City's Tax Exemption Policy, (2) the IMI Fluid Kinetics application, and (3) the associated Cost/Benefit Analysis Summary. Should you have any questions or are in need of further information, please contact me, 620-221-5525 or email: gmangus@winfieldks.org.

THE CITY OF WINFIELD, KANSAS

Gary W. Mangus
Assistant to the City Manager

Enclosures

Gary Mangus|Assistant to the City Manager|City of Winfield, KS|200 E. 9th Ave., Winfield

7012 1640 0000 1815 3777

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

11/5/19
Postmark Here

Sent To Karen Madison - Cowley Co
Street, Apt. No.;
or PO Box No. FL EXX notice
City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, November 04, 2019
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDER Mayor Ronald E. Hutto
ROLL CALL City Clerk, Brenda Peters
MINUTES OF PRECEDING MEETING Monday, October 21, 2019

PUBLIC HEARING

-Evaluating the performance of Grant No. 17-HR-004 which was to rehabilitate 15 housing units.

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 1979 – An Ordinance – Amending Chapter 78, Article VIII, Section 78-524 and Section 78-525 of the Winfield City Code by striking Section 78-524 and Section 78-525 and adding a new Section 78-524 and Section 78-525.

Bill No. 1980 – An Ordinance – Authorizing the City of Winfield, Kansas, to enter into a Lease Purchase Transaction, the proceeds of which will be used to pay the costs of acquiring emergency medical services equipment for use in the City; and to approve the execution of certain documents in connection therewith.

Bill No. 1981 – A Resolution – Authorizing the Mayor and the City Clerk of the City of Winfield, Kansas to terminate the Short Term Disability Benefit Plan per Resolution No. 10996 and therefore close out the Short Term Disability Fund and transfer the balance of said fund to the General Fund as of December 31, 2019.

OTHER BUSINESS

-Consider Administrative Review Committee recommendation of IMI Fluid Kinetics Economic Development Tax Exemption request

ADJOURNMENT

-Next Commission work session 4:00 p.m. Thursday November 14, 2019.
-Next regular meeting 5:30 p.m. Monday, November 18, 2019.

City of Winfield

APPLICATION FOR TAX EXEMPTION
by IMI Fluid Kinetics

Report of Administrative Review Committee

An application for exemption from ad valorem taxation has been received from IMI Fluid Kinetics. The applicant, an existing business in the city of Winfield, requests exemption of improvements completed in May 2017 at their manufacturing facility located at 1108 Industrial Rd. IMI Fluid Kinetics has hired six new employees and repurposed one existing employee during and since the completion of the improvements. The application requests exemption from January 1, 2019 through December 31, 2028 for the following:

Real Property- 13,000 sq ft building expansion, 2019 appraised value \$333,340

Personal Property-SMTCL VMC2100B CNC Vertical Machining Center, 2019 value \$244,170

*The land and improvements are leased from Winfield Economic Development Inc., a 501(c)(6) community-based not-for-profit economic development corporation.

**Per KSA 79-223 machinery/equipment are fully exempted, however, the exemption request must include at least one item acquired in association with the improvement of leased property and be under the same terms as the leased property.

The Administrative Review Committee believes that this investment into our community by IMI Fluid Kinetics exceeds any loss to the ad valorem tax base and recommends that they receive an exemption from ad valorem taxes for a term of ten (10) years for the improvements.



Ronald E. Hutto, Mayor




Taggart Wall, City Manager



Brenda Peters, City Clerk

memo

To: Taggart Wall
From: Gary Mangus
CC: 
Date: 10/28/2019
Re: Control Components Inc.-Fluid Kinetics Corp. -EDX motion

The general procedure for issuance of tax exemptions for economic development purposes is contained in Section 6 of the EDX policy, Bill No. 8724. To satisfy steps set forth, the following actions are requested.

1. Under provisions of Section 18 and 19, a recommendation concerning the application from the City's Administrative Review Committee (ARC) will be placed on the agenda for the November 4, 2019, Commission Meeting under "OTHER BUSINESS". A copy of the written recommendation of the ARC will be included with the agenda and may be entered into the official record by inclusion in the minutes of the meeting.
2. At the November 4th meeting, the Commission will decide to 1) accept as presented, 2) accept as modified, or 3) reject the ARC's recommendation. If the ARC's recommendations are accepted for further consideration, either as presented or as modified, the Commission should schedule Public Hearings as provided in Section 20. A suggested motion for this purpose is:

"I move that the recommendation of the Administrative Review Committee for the 2019 tax exemption application of IMI Fluid Kinetics be accepted (as presented) (with the following modification: _____) and that the application be considered at a Public Hearing during the regular meeting on November 18, 2019."

3. Upon adoption of the above or a similar motion, I will prepare and deliver notices to the other taxing entities and the applicant, as required in Section 20, to attend the Public Hearing.



Request for Commission Action

Date: October 29, 2019

Requestor: Gary Mangus, Assistant to the City Manager

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

Action Requested: November 4, 2019, Commission Agenda, Other Business: Consider Administrative Review Committee's recommendation regarding an Economic Development Tax Exemption request from IMI Fluid Kinetics.

Analysis: An application for exemption from ad valorem taxation has been received from IMI Fluid Kinetics. The applicant, an existing business in the city of Winfield, requests exemption of improvements completed in May 2017 at their manufacturing facility located at 1108 Industrial Rd. IMI Fluid Kinetics has hired six new employees and repurposed one existing employee during and since the completion of the improvements. The application requests exemption from January 1, 2019 through December 31, 2028 for the following:

Real Property- 13,000 sq ft building expansion completed May 2017, 2019 appraised value \$333,340

Personal Property- SMTCL VMC2100B CNC Vertical Machining Center, 2019 value \$244,170

*The land and improvements are leased from Winfield Economic Development Inc., a 501(c)(6) community-based not-for-profit economic development corporation.

**Per KSA 79-223 machinery/equipment are fully exempted, however, the exemption request must include at least one item acquired in association with the improvement of leased property and be under the same terms as the leased property.

Fiscal Impact: 2019 estimated property tax for the expansion eligible for exemption would be as follows:

\$333,340	Appraised Value
X 25%	Commercial Assessment Rate
\$83,335	Assessed Value
X .05424	Estimated City Mill Levy
\$4,520.09	Estimated City Taxes

Attachments: BOTA Application, Building Permit#16-217, VMC2100B CNC Vertical Machining Center Photo, Cost/Benefit Analysis Summary, Administrative Review Committee recommendation, Public Hearing Motions

-The entire application folder is available for you or any of the Commission to review



CITY COMMISSION WORKSESSION AGENDA

Thursday October 31, 2019 at 4:00p.m.

Community Council Room

- Item 1 Food Truck Regulatory Review—Taggart Wall
- Item 2 Ambulance Lease Purchase – Brenda Peters
- Item 3 Short Term Disability Fund Closeout – Taggart Wall
- Item 4 IMI Fluid Kinetics EDX Tax Exemption—Gary Mangus**
- Item 5 Recycling Information – Patrick Steward
- Item 6 Agenda Review—Brenda Peters

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE

EXEMPTING certain property in the City of Winfield, Kansas, from ad valorem taxation for economic development purposes (IMI Fluid Kinetics Corp.).

WHEREAS, Article 11, Section 13 of the Kansas Constitution permits the governing body of any city by ordinance to exempt from all ad valorem taxation on all or any portion of the appraised valuation of all buildings, together with the land upon which such buildings were located, and all tangible personal property associated therewith used exclusively by a business for the purpose of (1) manufacturing articles of commerce, (2) conducting research and development, or (3) storing goods or commodities which are sold or traded in interstate commerce, for not more than ten (10) calendar years after the calendar year in which the business commences its operations or in which expansion of an existing business is completed; and,

WHEREAS, the governing body of the City of Winfield, Kansas, after reviewing an analysis of costs and benefits and conducting a public hearing pursuant to published notice as provided by law, has determined that property belonging to Winfield Economic Development, Inc., a 501(c) (6) community-based not-for-profit economic development corporation, leased exclusively for the purpose of manufacturing articles of commerce and associated with an expansion of plant and personnel by IMI Fluid Kinetics, should be granted tax exemption for economic development purposes.

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

Section 1. In accordance with Section 13 of Article 11 of the Kansas Constitution, and pursuant to K.S.A. 79-251, Bill No. 8724 of the City of Winfield, Kansas ("City"), and this Ordinance, the following described property owned by Winfield Economic Development, Inc., and leased exclusively for the purpose of manufacturing articles of commerce and associated with an expansion of plant and personnel by IMI Fluid Kinetics is hereby declared to be 100% exempt from ad valorem taxation for a term of ten (10) calendar years, commencing with the calendar year 2019:

REAL PROPERTY

13,000 square foot building expansion and improvements located at 1108 Industrial Road, Winfield, Kansas, R5804, 177-26-0-10-04-003.00. 2019 appraised value, \$333,340.

PERSONAL PROPERTY

SMTCL VMC2100B CNC Vertical Machining Center, 2019 value \$244,170.

Section 2. City and IMI Fluid Kinetics will agree each year that the tax exemption for economic development is appropriate as a condition precedent to the annual exemption. In the event that the parties do not meet such an agreement, the exemption as set forth in this Ordinance is automatically cancelled, nullified, and set aside without further action by this Governing Body.

Section 3. The ad valorem tax exemption hereby granted shall not be transferable if there is a change in ownership of the exempt assets.

Section 4. A copy of this Ordinance shall be provided to IMI Fluid Kinetics Corp., Winfield Economic Development Inc., and to the Appraiser, Clerk, and Treasurer of Cowley County, Kansas.

Section 5. This Ordinance shall be in full force and effect from and after its adoption and publication in the official city newspaper as provided by law.

ADOPTED this 18th day of November 2019.

(SEAL)

Ronald E Hutto, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager



Request for Commission Action

Date: November 6, 2019

Requestor: Gary Mangus, Assistant to the City Manager

A handwritten signature in dark ink, appearing to be "G. Mangus", is written over a horizontal line.

Action Requested: November 18, 2019, Commission Agenda, an Ordinance exempting certain property from ad valorem taxation for economic development purposes (IMI Fluid Kinetics)

Analysis:

- A Board of Tax Appeals (BOTA) application for exemption from ad valorem taxation has been received from IMI Fluid Kinetics. The applicant, an existing business in the city of Winfield, requests exemption of improvements completed in May 2017 at their manufacturing facility located at 1108 Industrial Rd. IMI Fluid Kinetics has hired six new employees and repurposed one existing employee during and since the completion of the improvements. The application requests exemption from January 1, 2019 through December 31, 2028 for the following:

Real Property- 13,000 sq ft building expansion completed May 2017, 2019 appraised value \$333,340

Personal Property-SMTCL VMC2100B CNC Vertical Machining Center, 2019 value \$244,170

*The land and improvements are leased from Winfield Economic Development Inc., a 501(c)(6) community-based not-for-profit economic development corporation.

**Per KSA 79-223 machinery/equipment are fully exempted, however, the exemption request must include at least one item acquired in association with the improvement of leased property and be under the same terms as the leased property.

- An analysis of costs and benefits was prepared, with assistance from Cowley First and Kansas Department of Commerce, to summarize the economic and fiscal impact for each of the participating taxing entities.
- The City's policy statement relating to economic development tax exemptions creates an administrative review committee (ARC) to review requests, gather and review information, and make recommendations to governing body. The ARC recommendation that IMI Fluid Kinetics receive the 10-year exemption was accepted by the governing body as part of the November 4, 2019, Commission Agenda.
- A Public Hearing date, November 18, 2019, was set by the governing body. The request for public notice was received and publishing date, November 8, 2019, confirmed by the Courier/Traveler. A letter of notice



Request for Commission Action

of public hearing was sent by certified mail to each of the participating taxing entities November 5, 2019,

- An Ordinance granting the exemption will be on the November 18, 2019, Commission Agenda for consideration by the governing body.

Fiscal Impact: 2019 estimated property tax for the expansion eligible for exemption would be as follows:

\$333,340	Appraised Value
X 25%	Commercial Assessment Rate
\$83,335	Assessed Value
X .05424	Estimated City Mill Levy
\$4,520.09	Estimated City Taxes

Attachments: IMI Fluid Kinetics EDX Ordinance with BOTA Application

BILL NO. 1982

ORDINANCE NO. 4121

AN ORDINANCE

EXEMPTING certain property in the City of Winfield, Kansas, from ad valorem taxation for economic development purposes (IMI Fluid Kinetics Corp.).

WHEREAS, Article 11, Section 13 of the Kansas Constitution permits the governing body of any city by ordinance to exempt from all ad valorem taxation on all or any portion of the appraised valuation of all buildings, together with the land upon which such buildings were located, and all tangible personal property associated therewith used exclusively by a business for the purpose of (1) manufacturing articles of commerce, (2) conducting research and development, or (3) storing goods or commodities which are sold or traded in interstate commerce, for not more than ten (10) calendar years after the calendar year in which the business commences its operations or in which expansion of an existing business is completed; and,

WHEREAS, the governing body of the City of Winfield, Kansas, after reviewing an analysis of costs and benefits and conducting a public hearing pursuant to published notice as provided by law, has determined that property belonging to Winfield Economic Development, Inc., a 501(c) (6) community-based not-for-profit economic development corporation, leased exclusively for the purpose of manufacturing articles of commerce and associated with an expansion of plant and personnel by IMI Fluid Kinetics, should be granted tax exemption for economic development purposes.

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

Section 1. In accordance with Section 13 of Article 11 of the Kansas Constitution, and pursuant to K.S.A. 79-251, Bill No. 8724 of the City of Winfield, Kansas ("City"), and this Ordinance, the following described property owned by Winfield Economic Development, Inc., and leased exclusively for the purpose of manufacturing articles of commerce and associated with an expansion of plant and personnel by IMI Fluid Kinetics is hereby declared to be 100% exempt from ad valorem taxation for a term of ten **(10) calendar years, commencing with the calendar year 2019:**

REAL PROPERTY

13,000 square foot building expansion and improvements located at 1108 Industrial Road, Winfield, Kansas, R5804, 177-26-0-10-04-003.00. 2019 appraised value, \$333,340.

PERSONAL PROPERTY

SMTCL VMC2100B CNC Vertical Machining Center, 2019 value \$244,170.

Section 2. City and IMI Fluid Kinetics will agree each year that the tax exemption for economic development is appropriate as a condition precedent to the annual exemption. In the event that the parties do not meet such an agreement, the exemption as set forth in this Ordinance is automatically cancelled, nullified, and set aside without further action by this Governing Body.

Section 3. The ad valorem tax exemption hereby granted shall not be transferable if there is a change in ownership of the exempt assets.

Section 4. A copy of this Ordinance shall be provided to IMI Fluid Kinetics Corp., Winfield Economic Development Inc., and to the Appraiser, Clerk, and Treasurer of Cowley County, Kansas.

Section 5. This Ordinance shall be in full force and effect from and after its adoption and publication in the official city newspaper as provided by law.

ADOPTED this 18th day of November 2019.

(SEAL)

Ronald E Hutto, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager



Request for Commission Action

Date: November 12, 2019

Requestor: Patrick Steward, Dir. Of Public Improvements / City Engineer

Action Requested: Approval of an agreement with KDOT for the 2021 CCLIP Project – US160 9th Ave from College to Wheat.

Analysis:

As we've discussed previously, the City was awarded a CCLIP project for 2021. This project is the complete reconstruction of 9th from College to Wheat. It is proposed to be a full concrete section of pavement and storm sewer. This section of has had significant structural issues and has been patched numerous times. The complete reconstruction will allow us to address both subgrade issues as well as subsurface water conditions that are most certainly a contributor to the degradation of the pavement.

Fiscal Impact: See attached cost estimate. The City's share of this project is anticipated to be funded by the sales tax funds over a couple of years.

Attachments: Proposed Resolution

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a Pavement Replacement Project Agreement No. 205-19 between the City and the Secretary of the Kansas Department of Transportation, relating to assistance in the financing of the construction of streets on the State Highway System through the City.

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

Section 1. The Mayor and Clerk are authorized and directed to execute for and on behalf of the City of Winfield, Kansas, a Pavement Replacement Project Agreement No. 205-19 between the City and the Secretary of the Kansas Department of Transportation giving the Secretary of Transportation of the State of Kansas authority to act for the City, and in its place and stead, to obtain for the City the benefits of State Aid and obtain the benefits of such legislation for the City on the terms and conditions set in such agreement as may be prepared and approved by the Secretary of Transportation to construct a street pavement reconstruction project on US160 from College Street to Wheat Road, known as project No. 160-18 KA-5421-01.

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

ADOPTED this 18th day of November, 2019

(SEAL)

Ronald E. Hutto, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager/ps

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

CITY CONNECTING LINK IMPROVEMENT PROGRAM (CCLIP) APPLICATION

Program Category:	Pavement Restoration (PR)
Program Fiscal Year:	2021
Submittal Date:	3/27/2019

Name of City:	City of Winfield
County of Project Location:	Cowley
Population of City:	12,284
State Highway of Project:	US-160

Primary Contact Name and Title:	Patrick Steward, City Engineer
Contact Address:	200 East Ninth Avenue, Winfield, KS 67156-0646
Phone:	(620) 221-5520
E-mail Address:	psteward@winfieldks.org

Project Location:
US-160 from College Street to Wheat Road
Project Scope:
Full width reconstruction including concrete pavement and curb and gutter. New pavement markings.
Project Length: 0.450 miles

RR within 1/2 mile?	RR Company Name	No. of Tracks	Existing Crossing Protection
No			

Project Cost Estimate				
	<i>Participating</i>	<i>Non-Participating</i>	<i>Total</i>	<i>Comments</i>
Preliminary Engineering (Design)	\$ 153,600.00	\$ -	\$ 153,600.00	
CE (Inspection)	\$ 230,300.00	\$ -	\$ 230,300.00	
Right of Way	\$ -	\$ -	\$ -	
Utility Adjustments	\$ -	\$ 7,500.00	\$ 7,500.00	
Construction Total	\$ 1,535,583.00	\$ -	\$ 1,535,583.00	
Surfacing (Concrete)	\$ 948,885.00	\$ -	\$ 948,885.00	
Seeding	\$ 26,250.00	\$ -	\$ 26,250.00	
Signing and Pavement Marking	\$ 52,500.00	\$ -	\$ 52,500.00	
Other	\$ 507,948.00	\$ -	\$ 507,948.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
Inflation Amount at 4.5% / year	\$ 270,966.00	\$ 1,059.00	\$ 272,025.00	
Total Estimated Project Cost	\$ 2,190,449.00	\$ 8,559.00	\$ 2,199,008.00	

Program Maximum:	\$ 1,000,000.00
Allowable Project Maximum:	\$ 1,111,111.11 to not exceed Program Maximum
Local Share Percentage:	10% KDOT Share Percentage: 90%

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

CITY CONNECTING LINK IMPROVEMENT PROGRAM (CCLIP) APPLICATION

Program Category:	Pavement Restoration (PR)
Program Fiscal Year:	2021
Submittal Date:	3/27/2019

Local Match (10%)	\$ 111,111.11
Local Match over the Max	\$ 1,079,337.89
Non-Participating	\$ 8,559.00
Total Local Share	\$ 1,199,008.00
Total Requested from KDOT	\$ 1,000,000.00

Coordination Information:	
Describe any known KDOT or other projects that may need coordination:	
We are not aware of any at this time.	
Has the proposed project been discussed or reviewed by any KDOT field staff? (Yes or No)	
If so, who?	

Attachment Checklist:

- a. Project Map
- b. Detailed cost estimate

Completed applications should be emailed to:

KDOT.LPePlans@ks.gov

To confirm receipt, if you do not receive an email response, please follow up with a call to the Bureau of Local

PROJECT NO. 160-18 KA-5421-01
PAVEMENT REPLACEMENT
CITY OF WINFIELD, KANSAS

A G R E E M E N T

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Winfield, Kansas** (“City”), **collectively**, the “Parties.”

RECITALS:

- A. The Secretary has authorized a pavement replacement project, as further described in this Agreement.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The City desires to construct the Project.
- D. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for such state aid, such work is required to be done in accordance with the laws of Kansas.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“City”** means the City of Winfield, Kansas, with its place of business at 200 E 9th Avenue, Winfield, KS 67156.
- 3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
- 4. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

5. **“Construction Engineering”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
12. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 *et seq.*, Hazardous Waste.
13. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
14. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.

16. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
17. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
18. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
19. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being: **pavement replacement, curb and gutter, and pavement markings on US-160 from College Street to Wheat Road in Winfield, Kansas**, and is the subject of this Agreement.
20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
23. **“Secretary”** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.
24. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire Right of Way in accordance with the laws and with procedures established by KDOT’s Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives to obtain participation of federal funds in the cost of the Project.

2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the City. The Secretary further agrees, as agent for the City, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the City.

3. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

4. **Payment of Costs.** The Secretary agrees to be responsible for seventy-five percent (75%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items), and Construction Engineering, but not to exceed \$1,000,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of Construction (which includes the costs of all Construction Contingency Items), and Construction Engineering that exceed \$1,333,333.00 for the Project. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Right of Way or Utility adjustments for the Project.

5. **Final Billing.** After receipt of FHWA acknowledgement of the final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the City is responsible and shall then transmit the complete and final billing to the City.

ARTICLE III

CITY RESPONSIBILITIES:

1. **Secretary Authorization.** The Project shall be undertaken, prosecuted and completed for and on behalf of the City by the Secretary acting in all things as its agent, and the City hereby constitutes and appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection with the Project are hereby by the City authorized, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the City acting in its own individual corporate capacity instead of by its agent. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of state aid and the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Conformity with State and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal

design criteria appropriate for the Project in accordance with the current AASHTO A Policy on Geometric Design of Highways & Streets, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions required by the Secretary or by the City with the Secretary's concurrence, and with the rules and regulations of the FHWA pertaining to the Project.

4. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.

5. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article III, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

6. **Consultant Contract Language.** The City shall include language requiring conformity with Article III, paragraph 3 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 3 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

(a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

(b) **Progress Reports.** Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) **Third Party Beneficiary.** Language making the Secretary a third party beneficiary in the agreement between the City and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for

damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement."

7. **Responsibility for Adequacy of Design.** The City shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

8. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

9. **Right of Way.** The City agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The City will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The City agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R., Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

(b) **Right of Way Documentation.** The City will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation

requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) Relocation Assistance. The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 *et seq.*

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. If federal funds are used in the acquisition of Right of Way, any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Trails and Sidewalks on KDOT Right of Way. With regard to any bike or pedestrian paths or sidewalks (“Trail/Sidewalk”) constructed pursuant to the Design Plans, the City agrees as follows:

- (i) City Responsible for Repairs and Providing Alternative Accessible Routes. The City agrees that the primary purpose of KDOT Right of Way is for the construction and maintenance of US-160. If the construction or maintenance of US-160 reasonably requires the Trail/Sidewalk on KDOT Right of Way to be damaged or removed, the City shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of US-160 construction or maintenance. In the event the Trail/Sidewalk on KDOT Right of Way is temporarily closed or removed for any reason and for any length of time, the City will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.
- (ii) Interference with KDOT Right of Way. If the Secretary, in the Secretary’s sole judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, the City will remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.
- (iii) Incorporation of Trail/Sidewalk into Local Transportation System. The City agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135.

- (iv) **Maintenance.** When the Project is completed and final acceptance is issued, the City, at its own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk on KDOT Right of Way and make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of the City's absolute duty and obligation to maintain the Trail/Sidewalk.

- (f) **Use of City Right of Way.** The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final Design Plans, for the purpose of constructing the Project.

10. **Removal of Encroachments.** The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

11. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

12. **Utilities.** The City agrees to the following with regard to Utilities:

- (a) **Utility Relocation.** The City will move or adjust, or cause to be moved or adjusted all Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the **KDOT Utility Accommodation Policy (UAP)**, as amended or supplemented.

- (b) **Status of Utilities.** The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

- (c) **Time of Relocation.** The City will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion.

The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state and federal laws.

13. **Hazardous Waste**. The City agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The City shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The City shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed

under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) **No Waiver.** By signing this Agreement the City has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

14. **Inspections.** The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved Construction Engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the City or the Consultant. The Secretary does not undertake for the benefit of the City, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The City will require at a minimum all personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. The agreement for inspection services must contain this requirement as a minimum. The City may require additional clothing requirements for adequate visibility of personnel.

15. **Traffic Control.** The City agrees to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the Design Plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the MUTCD, as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the City's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the City of the determinations made pursuant to this section.

(b) **Permanent Traffic Control.** The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to FHWA approval.

(c) **Parking Control.** The City shall prohibit parking of vehicles on the city connecting link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

16. **Access Control.** The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

17. **Financial Obligation.** The City will be responsible for twenty-five percent (25%) of the total actual costs of Preliminary Engineering, Construction (which includes the costs of all Construction Contingency Items), and Construction Engineering, up to \$1,333,333.00 for the Project. In addition, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Construction (which includes the costs of all Construction Contingency Items), and Construction Engineering that exceed \$1,333,333.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Right of Way and Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

18. **Remittance of Estimated Share.** The City shall either 1) deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities or 2) provide billing and payment documentation to the Secretary of any Preliminary Engineering costs incurred by the City for the Project that the City has paid. If the total amount expended by the City for its Preliminary Engineering costs does not equal its total financial obligation, as described in Article III, paragraph 17, then the City shall deposit with the Secretary the difference. If the City chooses to forgo providing Preliminary Engineering documentation to the Secretary, the City will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City Funds received by the City from the Secretary. The date indicated for the City to deposit its estimated share of the total Project expenses or provide Preliminary Engineering documentation is fifty (50) days after the Letting date.

19. **Payment of Final Billing.** If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

20. **Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered Non-

Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

21. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

22. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE IV

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

2. **City Connecting Link.** The Parties have in the past entered into an agreement covering routine maintenance of the city connecting link and it is the Parties' intention that the agreement for routine maintenance shall remain in full force and effect and the mileage set out in the city connecting link maintenance agreement is not be affected by this Agreement. If necessary, the Parties will execute a new city connecting link maintenance agreement to include the Project.

3. **FHWA Approval.** Decisions as to what Project Costs are federal Participating Costs will be made in accordance with the requirements of the FHWA.

4. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

5. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

6. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

8. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF WINFIELD, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Burt Morey, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency ("LEP").

CLARIFICATION

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, it's assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)



Request for Commission Action

Date: November 12, 2019

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: November 18, 2019, Commission Agenda, Resolution adopting the 2019 Kansas Homeland Security Region G Hazard Mitigation Plan (HMP).

Analysis: HMP's are prepared to provide sustained actions to eliminate or reduce risk to people and property from the effects of natural and man-made hazards. In addition to a good step toward hazard reduction, adoption of the plan satisfies State and Federal requirements that local governments development of a hazard mitigation plan for eligibility to apply for mitigation grant funds.

In September of 2018, Kansas Homeland Security Region G (Butler, Cowley, Harper, Harvey, Kingman, McPherson, Marion, Reno, Rice, Sedgwick, and Sumner Counties) began the process to update the 2014 HMP. In Cowley County 41 entities, each city and school district, as well as, 25 townships, participated in the update.

Fiscal Impact: Adoption of the plan satisfies State and Federal requirements that local governments development of a hazard mitigation plan for eligibility to apply for mitigation grant funds.

Attachments: 2019 Kansas Homeland Security Region G Hazard Mitigation Plan Resolution, <http://www.cowleycounty.org/wp-content/uploads/April-2019-Kansas-PUBLIC-Region-G-Hazard-Mitigation-Plan.pdf>

Bill No. _____

Resolution No. _____

A RESOLUTION

**ADOPTING THE KANSAS HOMELAND SECURITY REGION G HAZARD MITIGATION
PLAN**

WHEREAS, The City of Winfield recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, The U.S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards;

WHEREAS, The Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

WHEREAS, an adopted Multi-Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

WHEREAS, The City of Winfield fully participated in the FEMA prescribed mitigation planning process to prepare this Multi-Hazard Mitigation Plan; and

WHEREAS, The Kansas Division of Emergency Management and FEMA Region VII officials have reviewed the Kansas Homeland Security Region G Hazard Mitigation Plan, and have approved it contingent upon this official adoption of the participating governing body; and

WHEREAS, City of Winfield desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Kansas Homeland Security Region G Hazard Mitigation Plan; and

WHEREAS, adoption by the governing body for City of Winfield demonstrates the City of Winfield's commitment to fulfilling the mitigation goals and objectives outlined in this plan; and

WHEREAS, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

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

Section 1. The Governing Body of the City of Winfield, Kansas, hereby approves and adopts the Kansas Homeland Security Region G Hazard Mitigation Plan as an official plan; a copy of the 592-page document is available at the Cowley County emergency Management office, 321 E.

10th Avenue, Winfield, KS 67156, or via the following Cowley County Emergency Management website link: <http://www.cowleycounty.org/em-plans-2> ,

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

Section 3. The City of Winfield will submit this Adoption Resolution to the Kansas Division of Emergency Management and FEMA Region VII officials to enable the plan's final approval.

ADOPTED this 18th day of November, 2019.
(Seal)

Ronald E. Hutto, Mayor

ATTEST:

Brenda Peters, City Clerk

Approved as to form:

William E. Muret, City Attorney

Approved for Commission Action:

Taggart Wall, City Manager

A RESOLUTION

ADOPTING the Kansas Homeland Security Region G Hazard Mitigation Plan

WHEREAS, The City of Winfield recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, The U.S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards;

WHEREAS, The Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

WHEREAS, an adopted Multi-Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

WHEREAS, The City of Winfield fully participated in the FEMA prescribed mitigation planning process to prepare this Multi-Hazard Mitigation Plan; and

WHEREAS, The Kansas Division of Emergency Management and FEMA Region VII officials have reviewed the Kansas Homeland Security Region G Hazard Mitigation Plan, and have approved it contingent upon this official adoption of the participating governing body; and

WHEREAS, City of Winfield desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Kansas Homeland Security Region G Hazard Mitigation Plan; and

WHEREAS, adoption by the governing body for City of Winfield demonstrates the City of Winfield's commitment to fulfilling the mitigation goals and objectives outlined in this plan; and

WHEREAS, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

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

Section 1. The Governing Body of the City of Winfield, Kansas, hereby approves and adopts the Kansas Homeland Security Region G Hazard Mitigation Plan as an official plan; a copy of the 592-page document is available at the Cowley County emergency Management

office, 321 E. 10th Avenue, Winfield, KS 67156, or via the following Cowley County Emergency Management website link: <http://www.cowleycounty.org/em-plans-2>

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

Section 3. The City of Winfield will submit this Adoption Resolution to the Kansas Division of Emergency Management and FEMA Region VII officials to enable the plan's final approval.

ADOPTED this 18th day of November, 2019.

(SEAL)

Ronald E Hutto, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager