

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, December 16, 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.....Tuesday, December 03, 2019

PUBLIC HEARING

-Consider Amendments to the Annual Budget for 2019

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 1987 - An Ordinance – Amending the Annual Budget for the City of Winfield, Kansas, for the year ending December 31, 2019, and the Ordinance adopting said budget providing for expenditures not to exceed amounts stated herein.

Bill No. 1988 - A Resolution – Declaring the entire boundary of the City of Winfield, Kansas.

Bill No. 1989 - A Resolution – Authorizing the execution of an agreement for engineering services for improvements on US160 (9th Ave.) between College Street and Wheat Road, Project No. 160-18 KA-5421-01 between the City of Winfield, Kansas and MKEC Engineering, Inc.

Bill No. 1990 - A Resolution – Approving issuance by the Board of County Commissioners of the Cowley County, Kansas of its Taxable Industrial Revenue Bonds to pay the costs of the acquisition, improving and equipping of an existing commercial facility to be leased to 22765 Smyer Street LLC, which facility is located within the limits of Strother Field Airport/Industrial Park.

OTHER BUSINESS

-Consider 2020 CMB License Applications
-Consider Purchase of a 6 X 6 Military 5-ton Cargo Truck for the Fire Department

ADJOURNMENT

-Next Commission work session 4:00 Thursday, January 2, 2020.
-Next regular meeting 5:30 p.m. Monday, January 06, 2020.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
December 2, 2019

The Board of City Commissioners met in regular session, Monday, December 02, 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 and Gregory N. Thompson were also present. Also in attendance were Taggart Wall, City Manager; Brenda Peters, City Clerk and William E. Muret, City Attorney. Other staff member present was Gary Mangus.

City Clerk Peters called roll.

Commissioner Thompson moved that the minutes of the November 18, 2019 meeting be approved. Commissioner Jarvis seconded the motion. With all Commissioners voting aye, motion carried.

BUSINESS FROM THE FLOOR

- Kelsey Gatewood, 3121 TP Hales Rd, was present to ask the Commission to put "Winfield)on the water tower
- James Ging, 518 E 35th Ave, presented Girl Scouts who are working on their Citizenship in the Community, and are here to observe a meeting.

NEW BUSINESS

Bill No. 1985 – A Resolution – Certifying Legal Authority to apply for the 2019 Kansas Small Cities Community Development Block Grant Program from the Kansas Department of Commerce and authorizing the Mayor to sign and submit such an application. City Manager Wall explains that this Resolution certifies the City has the legal authority to apply for a Community Development Block Grant to replace the water line that crosses under the Walnut River approximately 700 feet South of the US 160 bridge. This Grant has a \$17,000 requirement on behalf of the City, approximately \$180,000 potential benefit from the State. Upon motion by Commissioner Jarvis, seconded by Commissioner Thompson all Commissioners voting aye, Bill No. 1985 was adopted and numbered Resolution No. 6619.

Bill No. 1986 – A Resolution – Assuring the Kansas Department of Commerce that funds will be continually provided for the operation and maintenance of improvements to the Water System to be financed with Community Development Block Grant Funds. City Manager Wall explains that this Resolution, and the first three items under Other Business are also related to the Grant project. This Resolution states that the City will continue to maintain the project, the engineer certified the maintenance cost, and it will be approximately \$500 a year. Upon motion by Commissioner Thompson, seconded by Commissioner Jarvis all Commissioners voting aye, Bill No. 1986 was adopted and numbered Resolution No. 6719.

OTHER BUSINESS

-Consider a motion to authorize the Mayor to execute the Residential Anti-displacement and Relocation Assistance Plan under Section 1049d of the Housing and Community Development Act of 1974, as Amended, regarding the application for CDBG Urgent Need assistance for water system improvements. City Manager Wall explains that there are no residents or businesses that will be displaced by this

project. Commissioner Jarvis moved that the Commission authorize the Mayor to execute the Residential Anti-displacement and Relocation Assistance Plan under Section 1049d of the Housing and Community Development Act of 1974. Motion was seconded by Commissioner Thompson. With all Commissioners voting aye, motion carried.

-Consider Agreement with Professional Engineering Consultants for Contract Prep/Bidding Services for the CDBG Walnut River Waterline Project for an amount of \$3,000. Contingent upon Project approval. Commissioner Thompson moved that the Commission approve the Agreement with Professional Engineering Consultants for Contract Prep/Bidding Services. Motion was seconded by Commissioner Jarvis. With all Commissioners voting aye, motion carried.

-Consider Agreement with Professional Engineering Consultants for Construction Administration Services for the CDBG Walnut River Waterline Project for an amount of \$1,500. Contingent upon Project approval. Commissioner Jarvis moved that the Commission approve the Agreement with Professional Engineering Consultants for Construction Administration Services for the CDBG Walnut River Waterline Project for an amount of \$1,500. Motion was seconded by Commissioner Thompson. With all Commissioners voting aye, motion carried.

-Consider election of KPP Voting Delegates. City Manager Wall explains that this sets forth annual voting delegates through KPP. The City requests that Gus Collins be elected Director #1, and Taggart Wall as Alternate and Greg Thompson as Alternate. Commissioner Thompson moved that the Commission elect Gus Collins as Director #1, and Taggart Wall as Alternate, and Greg Thompson as Alternate. Motion was seconded by Commissioner Jarvis. With all Commissioners voting aye, motion carried.

-Set Public Hearing for 2019 Budget amendments for Monday December 16, 2019. Commissioner Jarvis moved that the Commission set a Public Hearing for 2019 Budget amendments for Monday December 16, 2019. Motion was seconded by Commissioner Thompson. With all Commissioners voting aye, motion carried.

-City Manager Wall asked the Commission to amend the amount for the Agreement with Professional Engineering Consultants for Contract Prep/Bidding Services for the CDBG Walnut River Waterline Project from \$3,000 to \$3,500. Commissioner Thompson moved that the Commission amend the previous motion to approve the Agreement with Professional Engineering Consultants for the Bidding Services from \$3,000 to \$3,500. Motion was seconded by Commissioner Jarvis. With all Commissioners voting aye, motion carried.

-Executive Session to discuss non-elected personnel - Commissioner Jarvis made a motion that the Commission move into executive session to discuss an individual employee's performance pursuant to the non-elected personnel exception, K.S.A. 75-4319 (b)(1), and that the open meeting will reconvene in the Community Council Room in 45 minutes, with the City Manager called in when needed. Motion was seconded by Commissioner Thompson. With all Commissioners voting aye, motion carried.

Regular Session resumed at 6:15 p.m.

ADJOURNMENT

Upon motion by Mayor Hutto, seconded by Commissioner Jarvis, all Commissioners voting aye, the meeting adjourned at 6:16 p.m.

Signed and sealed this 12th day of December 2019. Signed and approved this 16th day of December 2019.

Brenda Peters, City Clerk

Ronald E. Hutto, Mayor



(First published in the Cowley Courier-Traveler on Friday, December 20, 2019)

BILL NO. 1987

ORDINANCE NO. 4122

AN ORDINANCE

AMENDING the Annual Budget for the City of Winfield, Kansas, for the year ending December 31, 2019, and the Ordinance adopting said budget providing for expenditures not to exceed amounts stated herein.

WHEREAS, the Governing Body of the City of Winfield, Kansas passed Ordinance No. 4094 on July 16, 2018, adopting the Annual Budget for the year ending December 31, 2019, in accordance with the provisions of K.S.A. 79-2925 to 79-2936, inclusive, and amendments thereto; and,

WHEREAS, the Governing Body deems it advisable and proposes to amend its adopted current budget to increase the expenditures for the Special Streets & Highway Fund and the Natural Gas Utility Fund.

WHEREAS, the same publication, notice and public hearing requirements as required by K.S.A. Supp. 79-2929, and amendments thereto, for the adoption of the original budget have been fulfilled.

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

Section 1. Section 1 of Ordinance No. 4094 is hereby amended for the following funds as follows:

Fund	2019 Adopted Budget			2019 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Special Streets & Hwy Fund			889,672	1,165,174
Natural Gas Utility Fund			4,069,288	4,252,262

Section 2. This Ordinance shall be in full force and effect from and after its publication in the official city newspaper.

ADOPTED this 16th day of December 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: 12/4/19

Requestor: Patrick Steward, Director of Public Improvements

Action Requested:

By statute, the City must *"Before the last day of December in any year in which any territory has been added to or excluded from any city, the governing body of such city shall declare by resolution the entire boundary of the city."* KSA12-517

Analysis:

The only change to the corporate boundary this year was the annexation of property owned by Tom McClurg that is adjacent to the Country Club Estates subdivision as requested by the owner. .

Fiscal Impact:

None.

Attachments: Resolution.

A RESOLUTION

DECLARING the entire boundary of the City of Winfield, Kansas.

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

Section 1. The entire boundary of the City of Winfield, Cowley County, Kansas, is hereby described and determined to be as follows, to-wit:

Commencing at the Northeast corner of the Southwest quarter of Section 15, Township 32 South, Range 4 East of the 6th P.M.; thence West to the East right of way line of the Atchison, Topeka and Santa Fe Railroad, 4th District, Eastern Division; thence Southwesterly along the East right of way line of said railroad to a point approximately 55 rods North of the South line of the Northwest quarter of Section 22, Township 32 South, Range 4 East of the 6th P.M.; thence West to the left bank of Timber or Dutch Creek; thence in a Southwesterly direction on a meandering course down the left bank of Timber or Dutch Creek to its junction with the East line of Section 21, Township 32 South, Range 4 East of the 6th P.M.; thence North on the East line of said Section 21 to the Northeast corner of the Southeast quarter of said Section 21; thence West on the North line of the Southeast quarter of said Section 21 crossing Timber or Dutch Creek and continuing to the middle of Timber or Dutch Creek at a point approximately 559 feet West of the Northeast corner of the Southeast quarter of said Section 21; thence down the middle of Timber or Dutch Creek to a point that is 453.09 feet West of and 362.79 feet South of the Northeast corner of the Southeast quarter of said Section 21; thence South 69 degrees 46 minutes 35 seconds West a distance of 420 feet, more or less; thence South 54 degrees 18 minutes 36 seconds West a distance of 565 feet; thence North 63 degrees 13 minutes 11 seconds West a distance of 392.32 feet; thence North 56 degrees 56 minutes 54 seconds West a distance of 252.61 feet; thence North 65 degrees 40 minutes 14 seconds West a distance of 177.63 feet; thence South 24 degrees 19 minutes 46 seconds West to the left bank of Timber or Dutch Creek; thence on a meandering course down the left bank of Timber or Dutch Creek to its junction with the North line of Section 28, Township 32 South, Range 4 East of the 6th P.M., and the North right of way line of said railroad; thence West on the North line of said Section 28 and the North right of way line of said railroad to the center of Timber or Dutch Creek; thence down the center of Timber or Dutch Creek and along the North right of way line of said railroad to its intersection with the center of the Walnut River; thence up the center of said Walnut River and on the North right of way line of said railroad to a point 250 feet distant measured at right angles to the main line of said railroad; thence in a Northwesterly direction along said right of way line to the center of the Walnut River; thence up the center of said Walnut River to the East line of the Southwest quarter of Section 20, Township 32 South, Range 4 East of the 6th P.M.; thence South along the East line of the Southwest quarter of said Section 20 to the South right of way line of the Atchison, Topeka and Santa Fe Railroad, 3rd District, Middle Division; thence in a Northwesterly direction along the South right of way line of said railroad to its intersection with the South right of way line of the Atchison, Topeka, and Santa Fe Railroad, 4th District, Eastern

Division; thence Northwesterly along the South right of way line of said railroad to its intersection with the West line of said Section 20; thence South along the West line of said Section 20 to the Northeast corner of Section 30, Township 32 South, Range 4 East of the 6th P.M.; thence South along the East line of said Section 30 a distance of 1,279.5 feet to a point; thence West parallel to the North line of said Section 30 to the East line of Block 1 of "Walch Tracts", a subdivision of a part of the Northeast quarter of said Section 30, as platted; thence South along the East line of Block 1 of said "Walch Tracts" to the Northeast corner of Lot 11 of Block 1 of said "Walch Tracts"; thence West to the Northwest corner of Lot 11, Block 1 of said "Walch Tracts"; thence South to the Southwest corner of Lot 14 of Block 1 of said "Walch Tracts"; thence East along the South line of Lot 14 of Block 1 of said "Walch Tracts" to its intersection with the West line of Lot 5 of Block 2 of said "Walch Tracts" produced North; thence South along the West line of Lot 5 of Block 2 of said "Walch Tracts" produced to the Northwest corner of Lot 5 of Block 2 of said "Walch Tracts"; thence South along the West line of Lot 5 of Block 2 of said "Walch Tracts" to the North line of "Morningview Acres", a subdivision of a part of the Southeast quarter of said Section 30, as platted; thence West along the North line of said "Morningview Acres" to the Northwest corner of Lot 1 of said "Morningview Acres"; thence South to the Southwest corner of Lot 26 of said "Morningview Acres"; thence East along the South line of said "Morningview Acres" to a point on the West right of way line of F. A. S. Route No. 161, a-k-a Country Club Road; thence South along the West right of way line of said F. A. S. Route No. 161, a-k-a Country Club Road to a point 886.5 feet South of the Northeast corner of the Southeast quarter of said Section 30; thence West to a point 230 feet West of the East line of the Southeast quarter of said Section 30; thence South 100 feet; thence East to the West right of way line of said F. A. S. Route No. 161, a-k-a Country Club Road; thence South along the West right of way line of said F. A. S. Route No. 161, a-k-a Country Club Road to the North right of way line of the C. S. Smith County Road, a-k-a West Fourteenth Avenue; thence West along the North right of way line of said C. S. Smith County Road, a-k-a West Fourteenth Avenue; to a point 221.5 feet West of the East line of the Southeast quarter of said Section 30; thence North 100 feet; thence West 200 feet; thence North 200 feet; thence West 287 feet; thence South 300 feet to a point on the North right of way line of the C. S. Smith County Road, a-k-a West Fourteenth Avenue; thence West along the North right of way line of the C. S. Smith County Road, a-k-a West Fourteenth Avenue to a point 1,759 feet East of the West line of the Southeast quarter of said Section 30; thence South a distance of 304 feet; thence East a distance of 83 feet; thence South to the North line of Section 31, Township 32 South, Range 4 East of the 6th P.M.; thence East along the North line of said Section 31 to its intersection with the West right of way line of the Southwestern Interurban Railroad, now abandoned; thence Southerly along the West right of way line of said railroad to its intersection with the South right of way line of St. Louis and San Francisco Railroad, 2nd District; thence Easterly along the South right of way line of said railroad to the center of the Walnut River; thence Easterly on a meandering course down the center of said Walnut River to the East line of the Northeast quarter of Section 32, Township 32 South, Range 4 East of the 6th P.M.; thence continuing on a meandering course down the center of said Walnut River to its intersection with the West line of the Northwest quarter of Section 33, Township 32 South, Range 4 East of the 6th P.M.; thence South along the West line of said Section 33 to a point 571 feet South of the Northwest Corner of the Southwest quarter of said Section 33; thence West on a bearing of North 90 degrees no minutes no seconds West 884.42 feet thence North, parallel with the East line of the Southeast Quarter of Section 32, Township 32 South, Range 4 East of the 6th P.M., a distance of 11.99 feet; thence due West

a distance of 26.52 feet to a point; thence North 20°31'32" West a distance of 214.00 feet to a point; thence North 68°06'20" East a distance of 129.52 feet, more or less, to a point on the West line of a tract recorded in Book 515, Page 544, at the Cowley County Register of Deeds Office; thence North 23°36'55" West a distance of 154.55 feet to a No. 4 Rebar; thence North 01°11'51" East a distance of 212.12 feet to a No. 4 Rebar on the North line of said Southeast Quarter; thence Westerly along the North line of said Southeast Quarter a distance of 710.71 feet to the Northwest corner of Lot 46, Thomas Canyon Estates; thence South 00 degrees 35 minutes 06 seconds East, a distance of 2,038.02 feet; thence South 82 degrees 25 minutes 40 seconds West, a distance of 304.00 feet; thence North 20 degrees, 19 minutes 56 seconds West, a distance of 620.60 feet; thence North 07 degrees 53 minutes 05 seconds West, a distance of 411.92 feet; thence North 08 degrees 03 minutes 02 seconds East, a distance of 585.02 feet; thence South 85 degrees 21 minutes 30 seconds West, a distance of 545.56 feet; thence South 00 degrees 35 minutes 06 seconds East along the West line of said Southeast Quarter, 768.70 feet; thence South 10 degrees 25 minutes 06 seconds East, 383.40 feet; thence South 22 degrees 45 minutes 06 seconds East, 425.00 feet; thence South 40 degrees 59 minutes 54 seconds West, 340.00 feet; thence South along the West line of the Southeast Quarter, 375.00 feet to the Southwest corner of the Southeast quarter of Section 32, Township 32 South, Range 4 East of the 6th P.M.; thence East along the said South line, a distance of 1,868.24 feet which is also the Southeast corner of Thomas Canyon Estates; thence North 00 degrees 16 minutes 38 seconds West, a distance of 1,060 feet to Northwest corner of a tract recorded in Book 525, Page 472, at the Cowley County Register of Deeds Office, thence North 89 degrees, 26 minutes, 46 seconds East 769.81 feet to the West line of said Section 33, Township 32 South, Range 4 East of the 6th P.M.; thence South along the West line of said Section 33 to the Northeast corner of Section 5, Township 33 South, Range 4 East of the 6th P.M.; thence South to a point 988.48 feet North of the Southeast corner of the Northeast quarter of the Northeast quarter of Section 5; thence West 375.67 feet; thence South parallel to the East line of said Section 5 a distance of 521.78 feet; thence West 91.02 feet; thence South 466.67 feet to the South line of the Northeast quarter of the Northeast quarter of said Section 5; thence East 466.69 feet to the Southwest corner of the Northwest quarter of the Northwest quarter of Section 4, Township 33 South, Range 4 East of the 6th P.M.; thence North along the West line of said Section 4 to its intersection with the South line of "Sunrise Acres", a subdivision of a part of the Northwest quarter of said Section 4, as platted, produced Westerly; thence Easterly along the South line of said "Sunrise Acres" produced to the Southwest corner of said "Sunrise Acres"; thence continuing Easterly along the South line of said "Sunrise Acres" to the Southeast corner of said "Sunrise Acres"; thence continuing Easterly along the South line of said "Sunrise Acres" produced Easterly to the West right of way line of the Atchison, Topeka and Santa Fe Railroad, 3rd District, Middle Division; thence Northerly along the West right of way line of said railroad to a point 1,185 feet South of the North line of said Section 4; thence East parallel to the North line of said Section 4 to the East right of way line of U. S. 77 Highway; thence South along the East right of way line of said U. S. 77 Highway and Cowley County Route No. 27 to a point 1,331 feet South of the North line of the Northeast quarter of said Section 4; thence West parallel to the North line of said Northeast quarter a distance of 30 feet to the West line of the Northeast quarter of said Section 4; thence on an assumed bearing of South 0 deg. 06 min. 25 sec. West along the West line of said Northeast quarter a distance of 370 feet; thence North 80 deg. 53 min. 36 sec. West a distance of 28.03 feet to a right-of-way marker; thence North 19 deg. 19 min. 34 sec. West a distance of 156.49 feet to a right-of-way marker (described as the 9th course in said Book 265, Page 171 as 155.9 feet); thence North 66 deg. 44

min. 02 sec. West a distance of 49.60 feet (described as the 8th course in said Book 265, page 171 as 50.0 feet) to a right-of-way marker; thence on a curve of 3425.18 feet radius to the right an arc distance of 420.49 feet with a chord which bears South 27 deg. 03 min. 35 sec. West 420.23 feet; thence South 89 deg. 53 min. 35 sec. East a distance of 316.17 feet to a point on the West line of said Northeast quarter; thence South on the West line of said Northeast quarter 501.75 feet to a point that is 200 feet North of the Southeast corner of said Northeast quarter; thence East parallel to the South line of said Northeast quarter a distance of 505 feet; thence Southeasterly at a right deflection angle of 60 degrees 13 minutes 16 seconds to last described course a distance of 230.73 feet to the North line of the Southeast quarter of said Section 4 at a point that is 625 feet East of the Northwest corner of said Southeast quarter thence South parallel to the West line of said Southeast quarter a distance of 473.70 feet to a point; thence at a right deflection angle of 89 degrees 12 minutes 11 seconds to last described course a distance of 624.84 feet to the West line of said Southeast quarter at a point 465.80 feet South of the Northwest corner of said Southeast quarter; thence South on the West line of said Southeast quarter a distance of 1,525.73 feet to a point that is 660 feet North of the Southwest corner of the Southeast quarter of said Section 4; thence East parallel to the South line of said Southeast quarter a distance of 660 feet to a point; thence South parallel to the West line of said Southeast quarter a distance of 660 feet to the South line of said Southeast quarter at a point 660 feet East of the Southwest corner of said Southeast quarter; thence East on the South line of said Southeast quarter a distance of 2,023.25 feet to the Southeast corner of the Southeast quarter of said Section 4; thence North on the East line of Section 4 a distance of 2,675.93 feet to the Southeast corner of the Northeast quarter of said Section 4; thence North on the East line of said Northeast quarter a distance of 1,867.24 feet to the Southeast corner of "Cedar Lake First", a subdivision of a part of Section 4, as platted; thence North to the Southeast corner of Section 33, Township 32 South, Range 4 East of the 6th P.M.; thence West to the Southeast corner of "Cedar Crest", a subdivision of a part of the Southeast quarter of said Section 33, as platted; thence North and Westerly along the East line of said "Cedar Crest", to a point 52 rods West of the East line of said Section 33, being a point on the North line of Lot 24 of said "Cedar Crest"; thence North parallel to the East line of said Section 33 to the South line of the Northeast quarter of said Section 33; thence West to the East line of Bliss Street produced South; thence North along the East line of said Bliss Street produced to the North right-of-way line of K-360; thence South 65 deg. 21 min. 56 sec. East, along said right-of-way, 549.03 feet; thence South 69 deg. 11 min. 57 sec. East, along said right-of-way, 216.08 feet to the West line of Block 5, "J.F. Martin's Addition, said point being 21.96 feet South of the Northwest corner of Lot 1, Block 5; thence South 69 deg. 17 min. 45 sec. East, along said right-of-way, 159.18 feet; thence South 62 deg. 48 min. 50 sec. East, 221.41 feet, to the East right-of-way line of Broadway Street at its intersection with the North right-of-way line of K-360, said point being 46.72 feet East of the West line of Section 34, Township 32 South, Range 4 East of the 6th P.M. Cowley County, Kansas; thence South 67 deg. 24 min 06 sec. East, along said K-360 right-of-way, 449.74 feet; thence on a curve of 2141.83 feet radius to the left, an arc distance along said right-of-way of 887.82 feet with a chord which bears South 85 deg. 08 min., 20 sec. East, 881.48 feet; thence North 64 deg. 01 min. 33 sec. East, along said right-of-way, 285.25 feet; thence North 75 deg. 55 min. 40 sec. East, along said right-of-way, 13.94 feet; thence North parallel to the East line of the Northwest Quarter of said Section 34 to the South line of the North half of the Northwest Quarter of said Section 34; thence East along said South line to the West line of "Fleetwood Park Estates", a subdivision of a part of the North half of the Northeast quarter of said Section 34, as platted, produced South thence North along

the West line of said "Fleetwood Park Estates" produced to the Southwest corner of said "Fleetwood Park Estates"; thence East along the South line of said "Fleetwood Park Estates" to the West line of "Jindra Addition", a subdivision of a part of the Northeast quarter of said Section 34, as platted; thence South no degrees 18 minutes 10 seconds East a distance of 31.01 feet to the Southwest corner of said "Jindra Addition"; thence North 89 degrees 51 minutes 30 seconds East a distance of 620 feet along the boundary of said "Jindra Addition"; thence North 32 degrees 03 minutes 30 seconds East a distance of 741.71 feet along the boundary of said "Jindra Addition"; thence North 88 degrees 11 minutes 30 seconds East a distance of 234.30 feet along the boundary of said "Jindra Addition" to a point on the West right-of-way of Joel Mack Road which is 30' West of the West line of the East half of the Northeast quarter of said Section 34; thence south parallel to the West line of the East Half of said Section 34 to its intersection with the North right-of-way of K360 Highway a distance of 597.52 feet, more or less; thence Northeasterly along said right-of-way a distance of 35.51 feet, more or less, to its intersection with the West line of East Half of said Section 34; thence South along said West line a distance of 1558.26 feet to the Southwest Corner of the East Half of the Northeast Quarter of Section 34; thence North 87 degrees 59 minutes 11 seconds East, along the South line of said Quarter Section, 1276.87 feet to the Southeast corner of the Northeast Quarter; thence North 00 degrees 20 minutes 21 seconds West, along the East line of said Northeast Quarter of said Section 34 to the Southwest corner of Section 26, Township 32 South, Range 4 East of the 6th P.M.; thence North along the West line of said Section 26 a distance of 30 feet; thence East parallel to the South line of said Section 26 a distance of 303.6 feet; thence North parallel to the West line of said Section 26 to a point 904.2 feet North of the South line of said Section 26; thence East 405.9 feet; thence North to the South right of way line of the Missouri Pacific Railroad; thence Easterly along the South right of way line of said railroad to the West line of the Southeast quarter of Section 26, Township 32 South, Range 4 East of the 6th P.M.; thence South along the West line of said quarter of said Section 26 to the Southwest corner of said quarter of said Section 26; thence East along the South line of said quarter of said Section 26 to the Southeast corner of said quarter of said Section 26; thence North along the East line of said quarter of said Section 26 to the Southwest corner of the Northwest quarter of Section 25, Township 32 South, Range 4 East of the 6th P.M., (excepting therefrom that portion of the J. P. Brant public road as recorded in Road Record E, Page 28 in the Office of the County Engineer of Cowley County, Kansas, and the S. C. Winton public road as recorded in Road Record A, Page 27 in the Office of the County Engineer of Cowley County, Kansas, contained in said Southeast quarter of Section 26); thence East along the South line of the Northwest quarter of said Section 25, a distance 2,604.74 feet to the Southeast corner of the Northwest Quarter of said Section 25; thence East along the South line of the Northeast quarter of Section 25, a distance of 2,599.72 feet to the Southeast corner of Northeast quarter of Section 25; thence North along the East line of Section 25, a distance of 1,325.00 feet; thence West parallel to the South line of the Northeast quarter of Section 25, a distance of 1,036.00 feet; thence South parallel to the East line of the Northeast quarter of Section 25, a distance of 485.06 feet; thence West parallel to the South line of the Northwest quarter of Section 25, a distance of 565.80 feet; thence North parallel to the West line of the Northeast quarter of Section 25, a distance of 1,744.32 feet; thence West parallel to the North line of Section 25, a distance of 1,000.00 feet; thence South along the West line of the Northeast quarter of Section 25, a distance of 1,262.26 feet to the Northeast quarter of the Southeast quarter of the Northwest Quarter of Section 25; thence West along the North line of the Southeast Quarter of the Northwest Quarter of said Section 25, a distance of 1,302.53 feet to the Northwest corner of

the Southeast Quarter of the Northwest Quarter of said Section 25; thence continuing West along the North line of the Southwest Quarter of the Northwest Quarter of said Section 25, a distance of 708.45 feet; thence North parallel with the West line of the Northwest Quarter of said Section 25 to the South line of the Southwest quarter of Section 24, Township 32 South, Range 4 East of the 6th P.M.; thence continuing North parallel to the West line of the Southwest quarter of said Section 24, a distance of 247.5 feet; thence West parallel to the South line of the Southwest quarter of said Section 24, a distance of 264 feet; thence North parallel to the West line of the Southwest quarter of said Section 24, a distance of 82.5 feet; thence West parallel to the South line of the Southwest quarter of said Section 24 to the East line of the Southeast quarter of Section 23, Township 32 South, Range 4 East of the 6th P.M.; thence North along the East line of the Southeast quarter of said Section 23 to a point 1,464.8 feet North of the Southeast corner of the Southeast quarter of said Section 23; thence West parallel to the South line of the Southeast quarter of said Section 23 to the East line of the Southwest quarter of said Section 23; thence North along the East line of the Southwest quarter of said Section 23 to the Northeast corner of the Southwest quarter of said Section 23; thence West along the North line of the Southwest quarter of said Section 23 to the Southeast corner of the West half of the Northwest quarter of said Section 23; thence North along the East line of the West half of the Northwest quarter of said Section 23 to the Southeast corner of the West half of the Southwest quarter of Section 14, Township 32 South, Range 4 East of the 6th P.M.; thence North along the East line of the West half of the Southwest quarter to the South line of the Northwest quarter of said Section 14; thence West along the South line of the Northwest quarter of said Section 14 to a point 660 feet East of the Southwest corner of the Northwest quarter of said section; thence North parallel to the West line of the Northwest quarter of said Section 14 a distance of 1,320 feet; thence West parallel to the South line of the Northwest quarter of said Section 14 to the West line of said Section 14; thence South along the West line of said Section 14 to the Northeast corner of the Southeast quarter of Section 15, Township 32 South, Range 4 East of the 6th P.M.; thence West along the North line of the Southeast quarter of said Section 15 to the Northeast corner of the Southwest quarter of said Section 15, being the point of beginning;

And –

Commencing at the Northeast corner of the Northeast quarter of Section 7, Township 33 South, Range 4 East of the 6th P.M.; thence West along the North line of said quarter of said Section 7 a distance of 290 feet; thence left at a deflection angle of 96 degrees 23 minutes 45 seconds a distance of 178.86 feet to a point; thence left a deflection angle of 18 degrees 14 minutes no seconds a distance of 134.28 feet to a point 300 feet South of the North line of said quarter of said Section 7; thence East parallel with the North line of said quarter of said Section 7 a distance of 215.05 feet to the East line of said quarter of said Section 7; thence North along the East line of said quarter of said Section 7 a distance of 300 feet to point of beginning;

And –

Commencing at the Southeast corner of Section 9, Township 31 South, Range 5 East of the 6th P.M.; thence North on the East line of said Section 9 a distance of 2,648.50 feet to the Southeast corner of the Northeast quarter of said Section 9; thence North along the East line of said quarter of said Section 9 a distance of 821.23 feet to a point; thence West a distance of 120 feet to a

point; thence South parallel with the East line of said quarter of said Section 9 a distance of 250 feet to a point; thence curving right along the arc of a circle the tangents of which form an angle of 77 degrees 01 minutes 40 seconds and having a radius of 1,790 feet for a distance of 2,406.37 feet; thence in a Southwesterly direction on tangent to last described curve a distance of 1,268 feet to a point; thence curving left along the arc of a circle the tangents of which form an angle of 63 degrees 43 minutes no seconds and having a radius of 2,030 feet to the intersection with the South line of said Section 9; thence West along the South line of said Section 9 to the Northeast corner of Section 17, Township 31 South, Range 5 East of the 6th P.M.; thence South along the East line of said Section 17 to a point 2,010 feet North of the Southeast corner of the North 100 acres of the Southeast quarter of said Section 17; thence Southwesterly 1,180 feet to a point 200 feet West and 830 feet North of the Southeast corner of said 100 acres of said Section 17; thence West 900 feet to a point; thence South 400 feet to a point; thence in a Southeasterly direction to a point on the South line of said Section 17; thence East a distance of 400 feet to the Northwest corner of the Northwest quarter of Section 21, Township 31 South, Range 5 East of the 6th P.M.; thence South along the West line of said quarter of said Section 21 to a point 990 feet South of the Southwest corner of the North half of said quarter of said Section 21; thence East a distance of 990 feet; thence North to the South line of the North half of said quarter of said Section 21; thence East to the West line of the Northeast quarter of said Section 21; thence North along the West line of said quarter of said Section 21 a distance of 660 feet; thence East a distance of 660 feet; thence North a distance of 660 feet to the North line of said Section 21; thence East along the North line of said Section 21 to the Northwest corner of Section 22, Township 31 South, Range 5 East of the 6th P.M.; thence South along the West line of said Section 22 to the Southwest corner of the Northwest quarter of said Section 22; thence East along the South line of said quarter of said Section 22 to the Southeast corner of the West half of said quarter of said Section 22; thence North along the East line of the West half of said quarter of said Section 22 to the North line of said Section 22; thence East along the North line of said Section 22 to a point 990 feet West of the Northeast corner of said Section 22; thence South a distance of 990 feet; thence East a distance of 990 feet to a point on the East line of said Section 22; thence North along the East line of said Section 22 a distance of 990 feet to the Southwest corner of Section 14, Township 31 South, Range 5 East of the 6th P.M.; thence North along the West line of said Section 14 to a point 330 feet South of the Northwest corner of the Southwest quarter of said Section 14; thence Southeasterly to a point 1,100 feet West of the East line and 660 feet South of the North line of said quarter of said Section 14; thence Southeasterly to a point on the South line of the North half of said quarter of said Section 14 being 990 feet West of the East line of said quarter of said Section 14; thence East along the South line of the North half of said quarter of said Section 14 a distance of 890 feet to a point; thence North parallel to the East line of said quarter of said Section 14 to the North line of said quarter of said Section 14~ thence East along the North line of said quarter of said Section 14 to the Southwest corner of the Northeast quarter of said Section 14; thence East along the South line of said quarter of said Section 14 to the Southwest corner of the Northwest quarter of Section 13, Township 31 South, Range 5 East of the 6th P.M.; thence North along the West line of said Section 13 to the Southwest corner of the North half of said quarter of said Section 13; thence East along the South line of the North half of said quarter of said Section 13 to the East line of said quarter of said Section 13; thence North along the East line of said quarter of said Section 13 to the Southeast corner of the Southwest quarter of Section 12, Township 31 South, Range 5 East of the 6th P.M.; thence North along the East line of said quarter of said Section 12 to the Southeast corner of the

North half of said quarter of said Section 12; thence West along the South line of the North half of said quarter of said Section 12 a distance of 1,615 feet, more or less; thence North a distance of 480 feet to a point; thence West a distance of 1,080 feet to the East line of Section 11, Township 31 South, Range 5 East of the 6th P.M.; thence South along the East line of said Section 11 to a point 1,318.50 feet North of the Southeast corner of the Southeast quarter of said Section 11; thence in a Southwesterly direction to a point 1,156.32 feet North of the Southeast corner of the Southwest quarter of said Section 11; thence in a Northwesterly direction to a point on the East line of Section 10, Township 31 South, Range 5 East of the 6th P.M., 1,238.31 feet North of the Southeast corner of said Section 10; thence North along the East line of said Section 10 to the Northeast corner of the Southeast quarter of said Section 10; thence West along the North line of said quarter of said Section 10 to the Northwest corner of the Northeast quarter of said quarter of said Section 10; thence South along the West line of the Northeast quarter of said quarter of said Section 10 to the Northeast corner of the Southwest quarter of said quarter of said Section 10; thence West along the North line of the Southwest quarter of said quarter of said Section 10 to the East line of the Southwest quarter of said Section 10; thence South along the East line of said quarter of said Section 10 to the North line of Section 15, Township 31 South, Range 5 East of the 6th P.M.; thence West along the North line of said Section 15 to the Northeast corner of the Northwest quarter of said Section 15, being the point of beginning;

And –

Exempting therefrom a tract to the Kansas Gas and Electric Company, Inc. described as follows: Commencing at the Northeast corner of the West half of the Northeast quarter of Section 16, Township 31 South, Range 5 East of the 6th P.M.; thence South a distance of 208.71 feet; thence West a distance of 208.71 feet; thence North a distance of 208.71 feet; thence East a distance of 208.71 feet to point of beginning;

And –

Beginning at a point on the West line of the Southwest Quarter of Section 32, Township 32 South, Range 4 East of the 6th P.M., Cowley County, Kansas, said point being 604.7 feet South of the Northwest Corner of said Quarter Section, also said West line being on a bearing of South 0 degrees 00 minutes 00 seconds East (assumed); thence South 0 degrees 00 minutes 00 seconds East along said West line a distance of 51.58 feet; thence North 75 degrees 46 minutes 10 seconds East, 230.7 feet; thence North 86 degrees 46 minutes 10 seconds East along the chord of a curve to the right whose central angle is 22 degrees and whose radius is 386.56 feet, an arc distance of 148.44 feet; thence South 82 degrees 13 minutes 50 seconds East, 245 feet; thence South 7 degrees 46 minutes 10 seconds West, 49.5 feet; thence South 37 degrees 14 minutes 07 seconds East, 169 57 feet, thence South 82 degrees 13 minutes 55 seconds East, 170 51 feet; thence North 72 degrees 32 minutes 18 seconds East, 115 59 feet, thence South 82 degrees 13 minutes 55 seconds East, 40 00 feet, thence South 07 degrees 46 minutes 10 seconds West, 210 00 feet, thence South 48 degrees 58 minutes 07 seconds East, 61 11 feet, thence South 81 degrees 55 minutes 56 seconds East, 200.00 feet, thence North 31 degrees 22 minutes 04 seconds East, 180.02 feet, thence North 07 degrees 46 minutes 08 seconds East, 108.00 feet, thence North 82 degrees 16 minutes 08 seconds East, 215.29 feet, thence South 16 degrees 05 minutes 14 seconds East, 89.60 feet, thence South 61 degrees 13 minutes 19 seconds East, 63.93 feet, thence North 83 degrees 01 minutes 30 seconds East, 277.94 feet, thence North 21 degrees 28 minutes 51

seconds East, 127.11 feet, thence North 02 degrees 25 minutes 19 seconds West, 151.69 feet, thence North 47 degrees 43 minutes 28 seconds East, 535.17 feet, thence North 21 degrees 40 minutes 12 seconds East, 102.00 feet, thence North 75 degrees 40 minutes 58 seconds West, 110.00 feet, thence North 11 degrees 47 minutes 37 seconds East, along the chord of a curve to the left whose central angle is 50 degrees and whose radius is 231.68 feet, an arc distance of 113.78 feet; thence North 02 degrees 16 minutes 32 seconds West, 101.25 feet to the North line of said Quarter Section; thence South 87 degrees 43 minutes 22 seconds West, along said North line, 50.00 feet; thence South 02 degrees 16 minutes 32 Seconds East, 101.25 feet; thence South 22 degrees 43 minutes 28 seconds West along the chord of a curve to the right whose central angle is 50 degrees and whose radius is 181.68 feet, an arc distance of 158.55 feet; thence South 47 degrees 43 minutes 28 seconds West, 123.00 feet; thence North 58 degrees 54 minutes 20 seconds West, 79.83 feet; thence South 82 degrees 48 minutes 37 seconds West, 75.90 feet; thence South 47 degrees 44 minutes 21 seconds West, 172.00 feet; thence South 62 degrees 20 minutes 20 seconds West, 353.15 feet; thence North 16 degrees 10 minutes 48 seconds West, 29.00 feet; thence North 82 degrees 14 minutes 25 seconds West, 327.40 feet; thence South 51 degrees 17 minutes 54 seconds West, 165.10 feet; thence North 82 degrees 13 minutes 50 seconds West, 40.00 feet; thence North 07 degrees 46 minutes 10 seconds East, 95.47 feet; thence North 37 degrees 13 minutes 35 seconds West, 210.00 feet; thence North 83 degrees 06 minutes 47 seconds West, 171.35 feet; thence South 41 degrees 05 minutes 14 seconds West, 136.89 feet; thence South 07 degrees 46 minutes 10 seconds West, 77.00 feet; thence North 69 degrees 29 minutes 46 second West, 206.00 feet; thence South 52 degrees 59 minutes 03 seconds West, 190.00 feet; thence South 26 degrees 10 minutes 3 seconds East, 100 feet to the North right-of-way line of Braid Hill Drive; thence along the North line of Braid Hill Drive, thence South 84 degrees 28 minutes 22 seconds West on a curve to the left whose central angle is 22 degrees and whose radius is 436.56 feet, an arc distance of 132.63 feet; thence South 75 degrees 46 minutes 10 seconds West, 218.02 feet to the point of beginning;

And –

Beginning from the Southwest Corner of the Southwest Quarter of the Southwest Quarter of Section 32, Township 32 South, Range 4 East of the 6th P.M., Cowley County, Kansas; thence along the West line of said Section 32 along an assumed bearing of North 00 deg. 00 min. 00 sec. East a distance of 209.06 feet; thence South 83 deg. 38 min. 51 sec. East a distance of 72.97 feet to the point of beginning; thence South 83 deg. 38 min. 51 sec. East a distance of 105.02 feet; thence North 39 deg. 53 min. 40 sec. East a distance of 610 feet; thence North 45 deg. 40 min. 51 sec. West a distance of 430.00 feet; thence North 83 deg. 38 min. 51 sec. West a distance of 103.08 feet; thence South 6 deg. 21 min. 09 sec. West a distance of 772.96 feet to the point of beginning.

And –

Beginning at the Northwest corner of the Northeast Quarter of Section 35, Township 32 South, Range 4 East of the 6th P.M., thence South along the West line of said Quarter Section 35, 368 feet, thence East parallel to the North line of said Quarter Section, 355.11 feet, thence North parallel to the West line of said Quarter Section, 368 feet to the North line of said Quarter Section, thence West along the North line of said Quarter Section, 355.11 feet to the point of beginning.

All being situated in the County of Cowley, State of Kansas.

Section 2. This resolution shall be published only as Section 2-2 of the Winfield, Kansas, Code.

ADOPTED this 16th day of December 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

A RESOLUTION

AUTHORIZING the execution of an agreement for engineering services for improvements on US160 (9th Ave.) between College Street and Wheat Road, Project No. 160-18 KA-5421-01 between the City of Winfield, Kansas and MKEC Engineering, Inc.

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

Section 1. The Mayor and City Clerk be and are hereby authorized and directed to execute an agreement, attached to and made a part hereof as if fully set forth herein, between the city of Winfield, Kansas and MKEC Engineering, Inc. for engineering services improvements on US160 (9th Ave.) between College Street and Wheat Road, Project No. 160-18 KA-5421-01.

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

ADOPTED this 16th day of December 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

ENGINEERING SUCCESS

REQUEST FOR PROPOSAL



411 N. Webb Rd.
Wichita, KS 67206
316.684.9600

**CCLIP-PR: US-160 from College St to Wheat Rd
Winfield, Kansas**

DATE:

December 5, 2019



December 5, 2019

Mr. Patrick Steward, PE, SE
Director of Public Improvements
City of Winfield, Kansas
200 E. 9th Ave.
PO Box 646
Winfield, KS 67156

Reference: CCLIP-PR: US-160 from College St to Wheat Rd, Winfield, KS

Dear Mr. Steward,

MKEC Engineering, Inc. (MKEC) is pleased to submit qualifications and proposal for the CCLIP project on US 160. Our team has a history of successful projects throughout the State of Kansas, and we are excited about the opportunity to work with the City of Winfield. We have completed many similar arterial street reconstruction projects for numerous clients with many of them being administered by the Kansas Department of transportation (KDOT) under various KDOT programs. We are confident that our team will provide a final product that is purposeful, on schedule and meets the needs of the City.

We have outlined our project approach, proposed team and relevant experience in the following pages of this submittal. We have enhanced our capabilities by including GSI Engineering on our design team. GSI will provide sub-surface explorations and analysis and will assist with the design of appropriate means to mitigate sub-surface groundwater below the pavement. Our proposal is based on our review of the CCLIP documents you provided documents and our recent meetings with you.

Our team has a strong knowledge of the local area, giving us a firm understanding the importance this section of US 160 has on local and regional travel. We understand the public sensitivity toward the current roadway condition and the importance of developing a solution that keeps this road in good condition for years to come.

We appreciate the opportunity to provide this response to your RFP and look forward to working with you on this project. Please feel free to contact me if you have any questions about any aspect of our response.

Sincerely,

MKEC ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read 'Keith Ayotte'.

Keith Ayotte, PE
Senior Project Manager

ENGINEERING THAT'S
NOT JUST DIFFERENT.
Different by Design.

mkec.com

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Statement of Qualifications

Project Management

Guided by an experienced project manager, our interdisciplinary team of talented design professionals adheres to a clearly-defined project management plan. Team members are empowered to raise concerns the moment potential problems arise, and the project manager sees to it that key stakeholders are consulted and informed every step of the way. With budget and safety as top priorities, we methodically deliver the aesthetic and functional requirements of each project. From concept to follow-up, MKEC's project management expertise saves valuable time and provides the continuity our clients deserve and expect.

Quality Assurance and Quality Control

Throughout the design process, we will conduct regular Quality Assurance and Quality Control (QA/QC) reviews to make sure we are meeting and exceeding the desired level of design. MKEC names a specific QA/QC professional to each project to ensure an independent review is conducted at each main deliverable. This process guarantees the review process is done with unbiased eyes and challenges our team to always be on the lookout for the best solution for the specific project. Bryce Winter, PhD, PE will take on this responsibility. Bryce has led our company through several similar projects and has direct experience relating to this project as the project manager for the City of Wichita screw pump replacement project. His directly relevant experience gives our team unique opportunities to apply lessons learned from a successful project nearly identical to this one.

Our Project Services Quality System (PSQS) is a process-oriented system of managing, planning, producing and closing our work. A cycle of "Plan-Do-Monitor-Improve" applies throughout all levels of this system.



Document Control

Our record retention includes tracking and retaining copies of project documents that include the following:

- **Correspondence** – Minutes from project meetings and written memorandums of all key project correspondence, internally and externally, are prepared and stored in the project folder and disseminated to appropriate team members and individuals.
- **Status Reports** – A periodic project status report outlining the current status of the design and future expectations are prepared and sent to the client at intervals appropriate to the nature and size of the project. Status reports are tailored to provide specific information at the frequency desired by the client.
- **Transmittals** – A transmittal log is kept with the document name, document number, date and reason why the document was sent to the client. Transmittals include but are not limited to construction drawings, sketches, Navis Models, CAD drawings, reports, and Specs. A copy of all documents sent is kept in a zip folder with the date the item went out.
- **Submittals** – A submittal log is kept detailing the company the submittal came from, the corresponding submittal tracking number, what the submittal is, when we received it, and when we returned any comments on the submittal. A copy of the original submittal and the response to the submittal is kept in a dated zip folder.
- **Request for Information** – An RFI log is retained, detailing when the RFI came in, who it came from, who it was assigned to, when a response is expected, and when the response was sent. A copy of the RFI (email or document) is retained in a dated zip folder, along with the response that was sent. A separate RFI log kept for MKEC-generated RFI's contains the same information and generates the RFI form to be sent with any additional information needing clarification.
- **Drawing Index** – An Excel file listing all transmitted construction drawings is kept current in the project folder. The document contains the drawing number, drawing title, standard size, what revision was issued, and the date the drawing was issued.
- **Current PDF Folder** – A PDF copy of the latest drawing revision sent to the client is retained.
- **Project FTP Site** – MKEC will provide an FTP site for the transfer of documents during project duration.

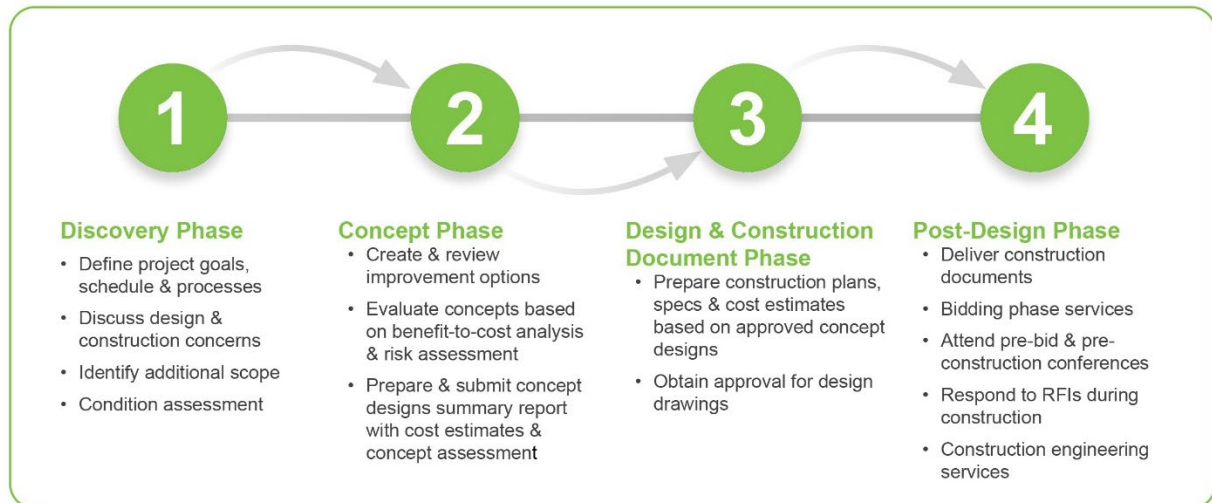
Management of Change

As design progresses, we will document changes on drawings and in meeting minutes, and we will distribute this information to the appropriate personnel. This communication process guarantees changes are identified, reviewed, and accepted by all parties involved in the approval process. MKEC will review recommended changes to ensure compatibility with project design, objectives and codes.

Project Approach

MKEC's Design-Bid-Build Approach

For the traditional design-bid-build process, MKEC will use a four-phase approach to ensure that this critical operational project is planned and executed with the highest attention to detail. Our phased system includes Discovery, Concept, Design/Construction Documents and Post-Design. We will partner with the City through every phase to guarantee we deliver a final project that makes everyone proud.



Discovery Phase

Upon notice to proceed, key MKEC design team members will meet with City staff to define the project and clearly outline the project goals, schedule and the processes we will use to achieve them. This initial meeting will be an opportunity to discuss specific concerns related to the design and construction of the project. We feel this is a critical foundational step to ensure all scope items are identified and the team moves forward heading for the same goal.

The key question we will answer is this: What problems are we trying to solve? By fixing the problems—not merely the symptoms—we can ensure the project is completed without leaving behind any underlying issues.

The specific tasks we'll perform as part of the Discovery Phase include:

- **Gather** information and **define** the physical scope of the proposed improvements.
- **Perform** topographic field surveys necessary for project design. Surveys will be tied to established horizontal and vertical survey control and will locate existing property boundary and right-of-way monumentation.
- **Conduct** geotechnical and sub-surface investigations and **prepare** a report of findings.
- **Collect** information necessary for the design (e.g., utility maps and information, right-of-way documentation and plat maps, existing roadway improvements plans).
- **Assess** current site conditions to help define the requirements of the project design.

- **Perform** a surface drainage evaluation to determine stormwater runoff flows during the project design storm.
- **Conduct** a sub-surface and groundwater evaluation based on the geotech investigation and report.
- **Determine** a roadway and subgrade typical section for the proposed improvements. The section will include pavement and base materials and thicknesses and will incorporate a sub-surface underdrain system to provide a means of removing and transferring groundwater from below the pavement surface to stormwater collection systems to keep the pavement section dry, prolonging the life of the pavement.

Understanding the existing sub-surface conditions will be a critical part of the Discovery Phase. We must properly account for the known water issues to ensure the long-term life of the new roadway.

We will leave this phase with a clear understanding of all project goals, requirements and limitations, and with a clear path forward to begin creating and reviewing project concepts to best meet the project's needs.

Concept Phase

During the Concept Phase, MKEC will work with the City on the creation and review of improvement options. Our team will be in regular communication with the City during this phase to flesh out specific ideas and concepts. Our goals are to provide guided focus on key options that have the highest cost benefit to the City and to avoid wasting time and money on high-risk options.

Tasks specific to this project include:

- **Prepare** proposed improvement concepts and **determine** the most feasible solution.
- **Develop** concept options that will evaluate the proposed roadway improvement limits, sidewalk improvements, ramp improvements at intersections, driveway and side street approaches and drainage improvements. Concepts will include the extent and costs of a roadway underdrain system.
- **Develop** construction costs for each option.
- **Evaluate** possible construction sequencing and traffic control strategies for each option.
- **Evaluate** advantages and disadvantages of each option and **provide** recommendations regarding each option's feasibility.
- **Present** the City with our developed concepts and recommendations.

MKEC will look at opportunities to improve overall drainage, as well as potential for added SWS system and sidewalk improvements. Our goal is to maximize the impact the project can have on the overall system rather than on just the paving surface.

We will conclude the Concept Phase by preparing and submitting a report summarizing each concept design, including cost estimates and overall concept assessment. After reviewing the options and meeting with the stakeholders, City staff will have the tools to make an informed decision regarding the most feasible concept design.

Design and Construction Document Phase

After the City approves the concept designs and gives authority to proceed, MKEC will begin the design and construction document phase of the project, preparing detailed construction plans, specifications and construction cost estimates based on the approved concept designs.

Task for this project include:

- **Provide** a complete design based on the selected concept.
- **Design** the proposed improvements based on the selected option.
- **Prepare** a Field Check set of plans with construction cost estimate at approximately 54% complete. The plans will include all vertical and horizontal roadway geometrics, typical sections, cross-sections, drainage and underdrain improvement plans. The Field Check plan set will also provide drainage flow rates in street curbs, ditches, storm conduits and at inlets.
- **Submit** Field Check plans to the City and KDOT for review and **attend** an on-site Field Check review meeting to address the City's and KDOT's review comments.
- **Continue** with design and **prepare** an Office Check set of plans with construction cost estimate and special specification provisions at approximately 94% complete. Our scope will include walk and ramp improvements within the College and 9th Street intersection and the Wheat Road and 9th Street intersection to the extent desired by the City.
- **Submit** Office Check plans to City and KDOT for review and **attend** an Office Check review meeting with the City, if desired.
- **Prepare** and **submit** a KDHE Stormwater permit application.
- **Prepare** final plans, estimate and special provisions to City and KDOT based on their Office Check review comments.

PLAN SHEETS

- paving and underdrain construction details
- storm sewer and drainage details
- signing and pavement marking plan and details
- erosion control plan and details
- site restoration plan and details
- construction sequence and detailed traffic control plans.

Plans will provide detailed grading information for sidewalk and ramps to ensure compliance with ADA and PROWAG as required by KDOT.

At each project milestone, our team will review plan progress with City staff, modifying the plans to address all review comments. Upon the City's final approval of design drawing, we will wrap up the project as we move to the Post-Design Phase.

Post-Design Phase

As part of the Post-Design Phase we will deliver to the City a complete set of construction documents that includes construction drawings, technical specifications and assisting with KDOT Letting. Post-Design Phase services include attending a pre-bid conference and a pre-construction conference once a contractor has been selected; answering contractor questions during bidding; and responding to RFIs during construction. If so desired, we have staff available to help the City with construction administration and inspection services.

Construction Administration and Observation

MKEC has provided construction phase services for municipal and private clients throughout the region on a variety of roadway, highway, railroad, and other heavy construction projects. We have a long history of providing construction administration and observation services on KDOT Local Projects and directly for KDOT. Our construction staff is knowledgeable of KDOT inspection guidelines and maintains construction certification status through periodic training and education. We will supplement our daily administration and observation services with additional certified inspectors and testing staff with our partner subconsultant, GSI Engineering, Inc. In addition, GSI also has personnel certified in the categories of Environmental Inspector (EIT) and Environmental Manager (EMT) to assist with SWPPP and BMP compliance.

Schedule



We possess a solid track record of sound project management, completing similar projects by meeting or exceeding schedules and budgets. We are confident we can meet or exceed the required KDOT schedule provide as part of the CCLIP project submittals.

Relevant Experience

MKEC has extensive experience designing arterial street and highway replacement projects. We also have considerable experience designing storm sewer improvements, sidewalk and ramps in compliance with ADA and PROWAG, and preparing detailed construction sequencing and traffic control plans to maintain traffic through construction associated with pavement reconstruction projects. MKEC and GSI as a team and individually have extensive experience testing and evaluating groundwater under pavements in moisture sensitive soils and designing pavement sections and underdrain systems to mitigate problematic groundwater. The following is a representative list of recent projects similar to this project.

PROJECT	DESCRIPTION	MKEC	GSI
17 th Street Reconstruction, Hillside to Oliver Wichita, KS	Reconstruction of four-lane concrete pavement adjacent to the Wichita State University campus. The design mitigated groundwater issues from underground springs with an underdrain system on parts of the project.	✓	
Campus Infrastructure Improvements Wichita State University	Various projects ranging from new campus roadways, retaining walls, and detention ponds encountered underwater springs creating construction and long-term infrastructure durability concerns. Instances encountered were evaluated and various mitigation measures designs ranging from dewatering systems to stabilized subgrade soils.	✓	
McCormick Avenue Relocation Newman University	Design of a new alignment for a collector roadway through the Newman University campus. High groundwater and nearby ponds required a roadway underdrain system in portions of the new alignment.	✓	
82 nd Street Rehabilitation Reno County, KS	Design of a stabilized subgrade for a section of county highway subject to heavy agricultural traffic and frequent flooding.		✓
Yorktown Road, Kellogg to Central Andover, KS	Design of a new street passing through wetlands and high groundwater incorporating underdrain and subgrade stabilization measures to protect the new pavement.		✓
159 th Street, Kellogg to Central Andover, KS	Widening of an existing arterial street into existing ditches in an area of shallow groundwater. Currently under design, GSI is exploring the extent of groundwater and evaluating the appropriate means of mitigating wet subgrades.		✓
Broadway Bridge over the Union Pacific Railroad Wichita, KS	Design of a new bridge with new roadway approach embankments in an area with shallow groundwater. Based on thorough testing of the existing soils, the team was able to design embankments and bridge substructure elements to account for settling and groundwater infiltration.	✓	✓
Ohio Street Reconstruction, Frisco to Kelley Augusta, KS	The design of a new widened street involving rocky ground and seams of groundwater. The design explored the extent of rock below the surface and provided solutions for the encountered groundwater.	✓	✓
21 st Street Bridge over Middle Fork Chisholm Creek Wichita, KS	Bridge replacement project adjacent to a former oil refinery plan involving contaminated groundwater. The design provided measures to collect, test and dispose of polluted groundwater and soil encountered during construction.	✓	✓

Organizational Chart

PROJECT NAME CCLIP-PR: US-160 from College St to Wheat Rd			
CLIENT City of Winfield, Kansas			
PROJECT MANAGER		PROJECT DIRECTOR	
Jay Anglemyer, PE		Keith Ayotte, PE	
		QA/QC	
		Greg Sparks, PE, CFM	
ROADWAY	DRAINAGE	GEOTECH	SURVEY
Steve Frank, PE	Kara Anderson, PE, CFM		Mike Small, PLS
ROADWAY SECTION/ UNDERDRAIN	UTILITY COORDINATION	CONSTRUCTION ENGINEERING	
	Steve Frank, PE	Mike VanDeCreek	

Letter Proposal



December 6, 2019

Mr. Patrick Steward, PE
City Engineer
City of Winfield, Kansas
200 East Ninth Ave.
P.O. Box 646
Winfield, KS 67156

REFERENCE

CCLIP-PR US-160 from College St to Wheat Rd, Winfield, KS

Mr. Steward,

We appreciate your interest in MKEC Engineering, Inc.'s professional services and welcome the opportunity to work with you on this project. The Scope of Services in Attachment A provides a description of the tasks included in this contract proposal to complete the CCLIP project on US-160. MKEC proposes a **lump sum fee of \$118,000** for the base contract items outlined in Attachment A.

BILLING

Professional services will be billed monthly on a percent complete basis for work completed. **Reimbursable expenses, including but not limited to sub consultants, printing and deliverables will be billed in addition at actual cost plus 10%. Travel will be billed at actual cost.** Invoices are due within 30 days of date of invoice. Invoices past due are subject to interest at the rate of 1½% per month. This proposal will become void after 60-days from the date submitted.

ATTACHMENTS TO THIS PROPOSAL

Please find the following documents:

- **Attachment "A"** – Scope of Services
- **Attachment "B"** – Reimbursable Expenses
- **Attachment "C"** – MKEC 2019 Hourly Rate Schedule
- **Attachment "D"** – General Terms and Conditions for professional services

Should you have any questions, please do not hesitate to call us, as we want to ensure that we have a clear understanding of the project and thus are identifying those items clearly in this proposal. If you concur with this proposal, please sign and date this letter, then return stating your approval for MKEC Engineering, Inc. to begin work on this project.

MKEC ENGINEERING, INC.

A handwritten signature in blue ink, reading "Jay Anglemeyer".

Jay Anglemeyer, PE
Principal, Transportation Division Manager

NOTICE TO PROCEED

The above proposal is understood and accepted. By accepting this proposal, you are also agreeing to MKEC Engineering, Inc. GENERAL CONDITIONS (PROFESSIONAL SERVICES) attached to this proposal.

By: _____ For: _____
Signature Organization
Date: _____

ATTACHMENT 'A': SCOPE OF SERVICES

DISCOVERY PHASE/CONDITION ASSESMENT

Gather information and define the physical scope of the proposed improvements

- Meet with the City to discuss project goals, schedule, design criteria, and other pertinent project information such as key stakeholders, known public concerns and physical site conditions.
- Perform topographic field surveys necessary for design of the project. The survey will be tied to established horizontal and vertical survey control and will locate existing property boundary and right-of-way monumentation.
- Perform geotechnical and sub-surface investigations and prepare a report of findings.
- Gather information necessary for the design such as utility maps and information, right-of-way documentation and plat maps, and existing roadway improvements plans
- Perform a surface drainage evaluation for the purpose of determining stormwater runoff flows during the project design storm.
- Conduct a sub-surface and groundwater evaluation based on the Geotech investigation and report.
- Determine a roadway and subgrade typical section for the proposed improvements. The section will include pavement and base materials and thicknesses and will incorporate a sub-surface underdrain system to provide a means of removing and transferring groundwater from below the pavement surface to stormwater collection systems to keep the pavement section dry, prolonging the life of the pavement.

CONCEPT PHASE

Prepare proposed improvement concepts and determine the most feasible solution

- Develop concept options. Options will evaluate the proposed roadway improvement limits, sidewalk improvements, ramp improvements at intersections, driveway and side street approaches and drainage improvements. Concepts will include the extent and costs of a roadway underdrain system.
- Develop construction costs for each option.
- Evaluate possible construction sequencing and traffic control strategies for each option.
- Evaluate advantages and disadvantages of each option and provide recommendations regarding each option's feasibility.
- Meet with the City to present developed concepts and our recommendations.

DESIGN PHASE

Provide a complete design based on the selected concept

- Design the proposed improvements based on the selected option.
- Prepare a Field Check set of plans with construction cost estimate at approximately 54% complete. The plans will include all vertical and horizontal roadway geometrics, typical sections, cross-sections, drainage and underdrain improvement plans. The Field Check plan set will provide drainage flow rates in street curbs, ditches, storm conduits and at inlets.
- Submit Field Check plans to City and KDOT for review and attend an on-site Field Check review meeting to address the City's and KDOT's review comments.
- Continue with design and prepare an Office Check set of plans with construction cost estimate and special specification provisions at approximately 94% complete. The plans will include paving and underdrain construction details, storm sewer and drainage details, signing and pavement marking plan and details, erosion control plan and details, site restoration plan and details, and construction sequence and detailed traffic control plans. Plans will provide detailed grading information for sidewalk and ramps

to ensure compliance with ADA and PROWAG as required by KDOT. Our scope will include walk and ramp improvements within the College and 9th Street intersection and the Wheat Road and 9th Street intersection to the extent desired by the City.

- Submit Office Check plans to City and KDOT for review and attend an Office Check review meeting with the City, if desired.
- Prepare and submit a KDHE Stormwater permit application.
- Prepare final plans, estimate and special provisions to City and KDOT based on the Office Check review comments received from KDOT and the City.

POST-DESIGN PHASE (CONSTRUCTION ENGINEERING)

Provide construction related services as part of the design phase

- Assist KDOT with letting and provide necessary information to KDOT during the letting process.
- Respond to contractor RFIs during construction with respect to plan information and interpret plans for contractor as needed.
- Review and process contractor shop drawings and submittals.
- Construction Engineering (CE) services are not included in this proposal. At the city's request, MKEC will negotiate the scope and fee for CE services based on the final improvement design documents.

EXCLUSIONS

The following tasks can be performed by MKEC, but are not included in the scope of services for this project:

- Construction Engineering (CE) services
- Legal, boundary and ALTA property surveys
- Preparation of tract maps and legal descriptions for property right-of-way and easement acquisitions

ATTACHMENT 'B': REIMBURSABLE EXPENSES (not covered by design fee)

In addition to professional fees outlined, the Client shall pay all out-of-pocket expenses which are defined as actual expenditures made by MKEC, their employees, and / or professional consultants in the interest of the project and include, but are not limited to, the following expenses, unless another arrangement has been made (i.e. per diem, etc.) Items that are directly reimbursable are:

- Permit, application, and review fees to Governmental agencies.
- Printing costs to include blueprinting, photocopying and reproductions.
- Photographic supplies and processing.
- Study model materials.
- Special renderings, models, photographs and special consultants, when authorized by Client.
- Plotting and reproduction for progress meetings, presentations and submittals.
- Large format scans (11" x 17" and larger documents)
- Large format colored plots (11" x 17" and larger documents)
- Board mounted presentation graphics
- Mock-up time and materials (if mock-up is requested by the Client)
- Postage, freight, long distance telephone, facsimile, overnight express mail and courier services.
- All travel expenses for meetings outside of Wichita including (but not limited to) airfare, hotel, car rental, taxis and meals. Per Diem costs of \$50.00 per day for miscellaneous tips and food expenditures.
- Mileage to/from meetings at IRS allowed rate.
- Hotel and car rental.

ATTACHMENT 'C': HOURLY RATE SCHEDULE (2019)

MKEC Engineering, Inc.
Classification Billing Rate per Hour

Principal/Project Manager	162.00
Senior Engineer	150.00
Engineer Level I	119.00
Engineer Level II/Senior Technician	109.00
Clerical	59.00
Survey Team/2 Man.....	165.00
Survey/GPS	165.00
Survey/Leica	365.00
PLS	109.00
Inspector	109.00
Technician I.....	95.00
Technician II.....	73.00

EXPENSES:

Xerox Copies.....	Current Market Rate
Plot Prints.....	1.05 per S.F.
Color / Mylar Plot Prints	2.25 per S.F.
Mileage.....	IRS Allowed Rate
Project Expenses	Cost + 10%
Sub consultants.....	Cost + 10%

ATTACHMENT 'D': GENERAL TERMS AND CONDITIONS**MKEC Engineering, Inc. GENERAL TERMS AND CONDITIONS (PROFESSIONAL SERVICES)**

1. **Agreement.** There is an "Agreement" between you, the "Client," and MKEC Engineering, Inc. ("Consultant"). This Agreement includes the Project proposal, these General Terms and Conditions, Consultant's Addenda, and the Fee Schedule. The Agreement represents the entire and only agreement between the parties and supersedes any and all agreements between the parties, either oral or in writing, including any purchase or work order issued by Client relating to the Project. If any term or provision of these General Terms and Conditions is found to be invalid under any applicable law, rule or regulation, that provision shall, to the narrowest extent possible, be deemed omitted and the remainder of the Agreement shall remain in full force and effect. This Agreement is exclusive of any other agreement(s) that may exist between Client and Consultant for separate proposals or projects not enumerated in the Project that is the subject of this Agreement. The rights and obligations of the parties under this Agreement and those of any other agreement are autonomous and exclusive to the individual agreement.
2. **Services.** Client engages Consultant to provide professional services ("Services") in connection with the project described in Consultant's proposal ("Project") to which these General Terms and Conditions are attached. Client agrees that services not specifically described in the Scope of Services identified in Consultant's proposal are covered by this Agreement but, at the Consultant's discretion, may require an amended Scope of Services and will require additional compensation to Consultant.
3. **Payment.** Client shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment fee of 1 ½% per month from the date of invoice. In the event Client's invoice remains unpaid for thirty (30) days from the date of invoice, Consultant may suspend all Services until paid in full and, in addition, may terminate the Agreement.
4. **Work Product.** Services provided under this Agreement, including, but not limited to, all drawings, reports, information, recommendations, opinions or other work product prepared or issued by Consultant, are for the exclusive use and benefit of Client or its agents in connection with this Project, and are not intended to inform, guide, or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project. Client will not distribute or convey or disclose such Services to any other persons or entities without Consultant's prior written consent, which shall include a release of Consultant from liability and indemnification by the third party. Consultant's Services are part of Consultant's professional services, do not constitute goods or products, and are copyrighted works of Consultant. However, such copyright is not intended to limit the Client's use of its work product in connection with the Project.
5. **Standard of Care.** Consultant will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession practicing in the same locality under similar circumstances at the time the Services are performed. This Agreement creates no other representation, warranty, or guarantee, express or implied. **CONSULTANT HEREBY EXCLUDES AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY.**
6. **Limitation of Liability.** To the fullest extent permitted by law, the total liability of Consultant for any damages, costs, fees, or other losses, for any claim or cause of action related in any way to the Project or Services, shall be limited to the greater of compensation actually paid to Consultant for the Services under the Project or \$25,000.00. Client hereby releases Consultant from any and all liability above such amount. This Limitation of Liability shall include any losses payable to Client. This Limitation of Liability applies to any and all claims, no matter how pleaded, including but not limited to, claims for errors and omissions, breach of contract, tort/negligence, quantum meruit/unjust enrichment, or breach of fiduciary duty, and applies to all phases of Services performed under this Agreement. Client agrees Consultant's Services will not involve the design of any equipment or the implementation of equipment in any use. Client agrees Consultant will not be liable for any claims, damages, costs, or expenses for personal injury brought by Client or any third party relating to design or implementation. Client agrees to defend, indemnify, and hold harmless Consultant from any liability for such claim.
7. **Client Responsibilities.** Client shall bear sole responsibility for (a) jobsite safety; (b) notifying third-parties, including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project site; and (c) cooperation with all requests by Consultant, including obtaining permission for access to the Project site. Client releases Consultant from liability for any incorrect advice, judgment, or decision based on inaccurate information furnished by Client or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the Project site, Consultant shall immediately stop work in the affected area and report the condition to Client.
8. **Electronic Media.** Because data stored on electronic media can deteriorate undetected or be modified without Consultant's knowledge, the Client accepts responsibility for the completeness or readability of the electronic media.
9. **Dispute Resolution.** The parties shall attempt resolution of any dispute arising under or related to this Agreement by mediation. Notwithstanding the foregoing, in the event of Client non-payment, Consultant may, at its sole option, waive mediation. Either party may demand mediation by serving a written notice on the other party stating the essential nature of the dispute. The mediation shall be conducted in accordance with the AAA Construction Industry Mediation Procedures then in effect within forty-five (45) days from the service of notice. The parties shall share the fees equally. If mediation fails, either party may institute litigation in the state or federal court of the county in which Consultant's office issuing the proposal is located. The prevailing party shall be entitled to attorneys' fees, cost, including costs incurred in the mediation and costs of enforcement of any judgment. The parties expressly waive any statute of limitations for a longer period of time and agree that any action shall be brought within one year from the date of Consultant's final invoice; however, this limitation on the statute of limitations shall not apply in the event of Client non-payment. In the event of Client non-payment, the standard Kansas statute of limitations applicable to actions related to written contracts shall apply. The parties expressly waive any and all rights to a trial by jury in any action, proceeding, or counterclaim brought by either of the parties against the other with respect to any matter relating to, arising out of, or in any way connected with this Agreement.
10. **Changed Conditions.** If during the course of performance of this Agreement conditions or circumstances are discovered that were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after the notice, Consultant may terminate this Agreement, and Consultant shall be paid for its services through the date of termination.
11. **Construction Observation.** If included in the Services, Consultant's construction observation service shall be limited to general observation of construction operations. Consultant shall not be responsible for constant or exhaustive inspection of the work, the means and methods of construction, or the safety procedures employed by Client's contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the Contractor's work may occur. Client shall hold its contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty hereunder is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees, shall notify Consultant at least twenty-four (24) hours in advance of any observations required by the construction documents.
12. **Governing Law.** The laws of the State where the Agreement was entered into shall govern interpretation of this Agreement. If any term is deemed unenforceable, the remainder of the Agreement shall stay in full force and effect.
13. **Supplemental Conditions.** If any of the following conditions occur during the course of design or construction of the Project, this Agreement is terminated, billing of engineering Services completed to date will be provided, and a new engineering services contract will be negotiated to accommodate the new scope:
 - a. Redesign or analysis of alternates after Design Development is accepted to accommodate value engineering items due to lack of funding or contractor requests that requires a re-negotiated engineering services contract. Consultant assumes project team leaders directly contracted to the client have budgeted and revealed all costs with Client and has accepted the values given. Consultant assumes no responsibility as to final contractor bidding that might deviate from the proposed budget. If rough budget values are required by any engineering discipline, it will be the responsibility of Client to request these values unless the original project's scope included engineering cost estimates provisions.
 - b. If the project is put on hold or temporarily terminated for more than 15 calendar days, the Agreement will have to be re-negotiated prior to restart of the Project to re-establish a new schedule into Consultant's current work load.



Request for Commission Action

Date: December 10, 2019

Requestor: Brenda Peters

Action Requested: Consider resolution approving the issuance of Taxable Industrial Revenue Bonds for the purpose of the acquisition, improving and equipping a commercial facility to be leased to 22765 Smyer Street, LLC (Caregiver Beds Project)

Analysis: Per an e-mail from Sarah Steele representing Gilmore & Bell, P.C., the Cowley County Commission will be issuing an IRB for the above project. From Sarah:

The Cowley County Board of County Commissioners adopted a Resolution of Intent this morning expressing the intent of the County to issue up to \$900,000 in Taxable Industrial Revenue Bonds on a building located at 22765 Smyer Street at Strother Field. Because the Cities jointly own Strother Field, the Cities need to receive notice, a copy of the County Resolution No. 2019-15 and each City needs to take action to approve the issuance of the bonds. In order to permit a property tax exemption to begin on 1/1/2020, we **must** receive approval of each City in December. The County Commission plans to grant a nine (9) year property tax exemption that will be 100% in Year 1 and decline by 10% per year to 20% in Year 9.

Fiscal Impact: None

Attachments: Resolution and supporting documents

BILL NO 1990

RESOLUTION NO. 7019

A RESOLUTION APPROVING THE ISSUANCE BY THE BOARD OF COUNTY COMMISSIONERS OF THE COWLEY COUNTY, KANSAS OF ITS TAXABLE INDUSTRIAL REVENUE BONDS TO PAY THE COSTS OF THE ACQUISITION, IMPROVING AND EQUIPPING OF AN EXISTING COMMERCIAL FACILITY TO BE LEASED TO 22765 SMYER STREET LLC, WHICH FACILITY IS LOCATED WITHIN THE LIMITS OF STROTHER FIELD AIRPORT / INDUSTRIAL PARK.

WHEREAS, on December 3, 2019, the Board of County Commissioners of Cowley County, Kansas (the "County") adopted its Resolution No. 2019-15 stating its intent to issue certain Taxable Industrial revenue bonds in an aggregate principal amount of not to exceed \$900,000 (the "Bonds"), as more particularly set forth in said Resolution; and

WHEREAS, the proceeds of the Bonds will be used to pay the costs of the acquisition, improving and equipping of an existing commercial facility (the "Project") located within the limits of Strother Field Airport / Industrial Park; and

WHEREAS, the approval of the City of Winfield, Kansas (the "City"), is necessary before the County can issue bonds for the Project pursuant to the provisions of K.S.A. 12-1741b, as amended; and

WHEREAS, the governing body of the City hereby finds and determines that the acquisition, improving and equipping of the Project and issuance of the Bonds would serve the public purposes stated in the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that issuance of the Bonds will not create, and is not intended to create, any financial liability upon the Bonds on the part of the City;

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

That the issuance of the Bonds by the County pursuant to the Act to pay the costs of the acquisition, improving and equipping of the Project, as set forth in Resolution No. 2019-15 of the County and subsequent resolution(s) and documents of the County setting the dates, terms, maturities and other provisions of the Bonds and authorizing their issuance, is hereby approved.

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ADOPTED by the governing body of the City of Winfield, Kansas on December 16, 2019.

Mayor

[SEAL]

Attest:

City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City of Winfield, Kansas adopted by the governing body on December 16, 2019 as the same appears of record in my office.

DATED: December 16, 2019.

Clerk

Office of the County Clerk

321 E. 10th Avenue
Winfield KS 67156

Phone: 620-221-5494(Winfield)
620-441-4594(Arkansas City)

Fax: 620-221-5498



Karen Madison

County Clerk and Election Officer

kmadison@cowleycounty.org

Kayla Cartlidge

Deputy County Clerk


kcartlidge@cowleycounty.org

The City of Winfield, Kansas
200 East 9th Ave.
Winfield, Kansas 67156
Attention: City Clerk

Re: Not to Exceed \$900,000
Cowley County, Kansas
Taxable Industrial Revenue Bonds
(Caregiver Beds Project)

The governing body of the City of Winfield, Kansas (the "City") is hereby requested pursuant to the Rules and Regulations for the Strother Field Airport / Industrial Park and K.S.A. 12-1741b, as amended, to approve adoption of a resolution by Board of County Commissioners of Cowley, Kansas (the "County") regarding the issuance of the above referenced Taxable Industrial Revenue Bonds to finance the acquisition, improving and equipping of a commercial facility to be located at Strother Field. A copy of the resolution is enclosed. A copy of the resolution is enclosed. The County requests approval be affirmatively made by action of the City's governing body. A sample resolution for the City's approval is attached.

COWLEY COUNTY, KANSAS

By: 
Karen Madison, County Clerk

Received this Request December __, 2019

Brenda Peters, City Clerk

Office of the **County Clerk**

321 E. 10th Avenue
Winfield KS 67156

Phone: 620-221-5494(Winfield)
620-441-4594(Arkansas City)

Fax: 620-221-5498



Karen Madison

County Clerk and Election Officer

kmadison@cowleycounty.org

Kayla Cartlidge

Deputy County Clerk

kcartlidge@cowleycounty.org

November 22, 2019

City of Winfield
200 E 9th, P.O. Box 646
Winfield, Kansas 67156-0646

City of Arkansas City
118 W. Central
Arkansas City, Kansas 67005

Board of Education
Unified School District No. 465
1407 Wheat Road
Winfield, Kansas 67156

Board of Education
Unified School District No. 470
2545 Greenway
Arkansas City, Kansas 67005

Cowley College
125 S. 2nd Street
P. O. Box 1147
Arkansas City, Kansas 67005

Southern Central Kansas Library System
Attn: Paul Hawkins
321 North Main Street
South Hutchinson, Kansas 67505

Pleasant Valley Township
Brian Biddle
8539 202nd Rd
Winfield, Kansas 67156

Re: \$900,000
Cowley County, Kansas
Taxable Industrial Revenue Bonds
(Caregiver Bed Project)

We have enclosed for your information a Notice of the Public Hearing and Issuance of Industrial Revenue Bonds proposed by Cowley County, Kansas pursuant to K.S.A. 12-1749c and K.S.A. 12-1749d, as amended.

Very truly yours,

COWLEY COUNTY, KANSAS


Karen Madison, Clerk

(Published in *The Cowley Courier Traveler*, November 22, 2019)

**NOTICE OF PUBLIC HEARING
AND OF
ISSUANCE OF TAXABLE INDUSTRIAL REVENUE BONDS**

Public notice is hereby given that the Board of County Commissioners of Cowley County, Kansas (the "Issuer"), will conduct a public hearing on December 3, 2019 at 9:00 a.m., or as soon thereafter as may be heard at the Cowley County Courthouse, 311 E. 9th Avenue, Winfield, KS 67156 in regard to the issuance by the Issuer of its Taxable Industrial Revenue Bonds (Caregiver Bed Project), in the approximate principal amount of \$900,000 (the "Bonds") and in regard to an exemption from ad valorem taxation of property constructed or purchased with the proceeds of such Bonds. The Bonds are proposed to be issued by the Issuer under authority of K.S.A. 12-1740 *et seq.*, as amended, to pay the costs of the acquisition, improving and equipping of a commercial facility located at 22765 Smyer Street, Strother Field, Winfield, Kansas. The Issuer further intends to lease such facility to 22765 Smyer Street LLC, a Kansas limited liability company (the "Tenant"). The governing body of the Issuer will not adopt a resolution authorizing the issuance of such revenue bonds until said public hearing has been concluded.

Notice is further given, in accordance with K.S.A. 12-1744e, that the Issuer intends to issue the Bonds and lease the facility to the Tenant as set out above.

A copy of this Notice, together with a copy of the inducement resolution of the Issuer to be considered for adoption on December 3, 2019, indicating the intent of the governing body of the Issuer to issue such Bonds and a report analyzing the costs and benefits of such property tax exemption are on file in the office of the Clerk, or will be as soon as completed, and available for public inspection during normal business hours.

All persons having an interest in this matter will be given an opportunity to be heard at the time and place above specified.

Dated: November 22, 2019

COWLEY COUNTY, KANSAS

Karen Madison, Clerk

RESOLUTION NO. 2019-15

A RESOLUTION OF THE GOVERNING BODY OF COWLEY COUNTY, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, IMPROVING AND EQUIPPING OF A COMMERCIAL FACILITY LOCATED IN SAID COUNTY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

WHEREAS, Cowley County, Kansas (the "Issuer") desires to promote, stimulate and develop the general economic welfare and prosperity of the Cowley County, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the Issuer is authorized to issue revenue bonds for such purposes, and it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that revenue bonds of the Issuer in the approximate principal amount of \$900,000 be authorized and issued, in one or more series, to provide funds to pay the costs of the acquisition, improving and equipping of a commercial facility (the "Project") located in the Issuer and to be leased by the Issuer to 22765 Smyer Street LLC, a Kansas limited liability company, (the "Tenant").

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF COWLEY COUNTY, KANSAS:

Section 1. **Public Purpose.** The governing body of the Issuer hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the Issuer, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas.

Section 2. **Authorization to Acquire Project; Intent to Issue Bonds.** The Issuer is hereby authorized to proceed with the acquisition, improving and equipping of the Project and to issue its revenue bonds, in one or more series, in the approximate principal amount of \$900,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. **Conditions to Issuance of Bonds.** The issuance of the Bonds is subject to: (a) the adoption of a resolution authorizing the issuance of the Bonds; (b) the successful negotiation of a Bond Agreement, Base Lease, Lease or other legal documents necessary to accomplish the issuance of the Bonds, the terms of which shall be in compliance with the Act and mutually satisfactory to the Issuer and the Tenant; (c) the successful negotiation and sale of the Bonds to 22765 Smyer Street LLC, Wichita, Kansas (the "Purchaser"), which sale shall be the responsibility of the Tenant and not the Issuer; (d) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the Issuer, the Tenant and the Purchaser; (e) the obtaining of all necessary governmental approvals to the issuance of the Bonds; (f) the commitment to and payment by the Tenant or Purchaser of all expenses relating to the

issuance of the Bonds, including, but not limited to: (i) expenses of the Issuer and the Issuer Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals; and (g) the satisfactory negotiation of an agreement with the Tenant relating to the payment or exemption of all or a portion of property taxes assessed against the Project after issuance of the Bonds.

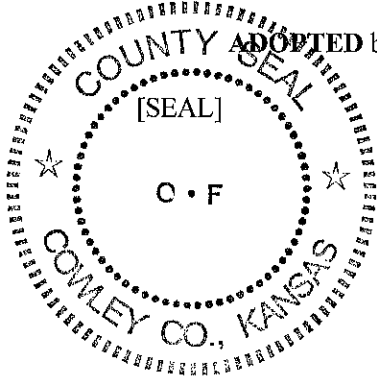
Section 4. Property Tax Exemption and Payment in Lieu of Taxes. The Issuer hereby determines that pursuant to the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project, to the extent purchased or constructed with the proceeds of the Bonds, should be exempt from payment of ad valorem property taxes for ten years commencing with the year following the year in which the Bonds are issued, provided proper application is made therefor; provided no exemption may be granted from the ad valorem property tax levied: (a) by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; and (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, *Second* and *Twenty-Fourth*. In making such determination the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d. The Tenant is responsible for preparing such application and providing the same to the Issuer for its review and submission to the State Board of Tax Appeals. The Issuer reserves the right to negotiate a payment in lieu of taxes so exempted, to be made by the Tenant.

Section 5. Reliance by Tenant; Limited Liability of Issuer. It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made not more than 60 days prior to the date this Resolution is adopted. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the Issuer from the Project and not from any other fund or source. The Issuer shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the Issuer shall have no liability to the Tenant.

Section 6. Further Action. The Clerk is hereby authorized to deliver an executed copy of this Resolution to the Tenant. The Chairman, Clerk and other officials and employees of the Issuer, including the Issuer's counsel and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to execution on behalf of the Issuer of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act.

Section 7. Effective Date. This resolution shall become effective upon adoption by the Governing Body and shall remain in effect until July 1, 2020, unless extended by affirmative vote of a majority of the Governing Body.

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ADOPTED by the governing body of Cowley County, Kansas on December 3, 2019.

Bob Woopole
Chairman

W. J. Wilt
Commissioner

Adrian
Commissioner

Attest:

Haven Madison
Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on December 3, 2019, as the same appears of record in my office.

DATED: December 3, 2019.

Haven Madison
Clerk



Request for Commission Action

Date: December 10, 2019

Requestor: Brenda Peters

Action Requested: Consider Cereal Malt Beverage Applications for year 2020

Analysis: The City Commission is required to approve applications for sale of Cereal Malt Beverages each year. Attached is a listing of the applications that were received by the deadline for Commission Approval.

Fiscal Impact: None

Attachments: List of applicants for 2020

Establishment	CompanyName	PremisesAddress	LicenseType	Type	Fee	ManagerName
One Stop, LLC	One Stop, LLC	221 E 9th Ave	CMB-Packaged	Corporate	125.00	
Petro Stop - Babi & Co.	Babi & Company	2124 E 9th Ave	CMB-Packaged	Corporate	75.00	Muhammad Ashraf
Casey's General Store	Casey's General Store	219 W 9th Ave	CMB-Packaged	Corporate	75.00	Joshua Anderson
Dillons	Kroger Tax Business Licensing	2310 Main St	CMB-Packaged	Corporate	75.00	Brett Smith
Pizza Hut	Chisholm Enterprises, Inc	1902 Main St	CMB-Serve on Premises	Corporate	125.00	Kevin Potts
Food Mart	RAM 51 LLC	1500 Main St	CMB-Packaged	Corporate	75.00	Dinesh Patel
Walmart Store #369	Wal-Mart Stores, Inc., Dept 8916	2202 Pike Rd	CMB-Packaged	Corporate	75.00	Mark Marazas
City of Winfield-The 19th Hole	City of Winfield	3805 Quail Ridge Dr	CMB-Serve on Premises	Corporate	125.00	Brad Sexson
Boss Hogs Bar B Q	Boss Hogs Bar B Q	314 W. 8th Ave	CMB-Serve on Premises	Individual	125.00	Jennifer Segree
New China Wok Buffet	New China Wok Buffet	1620 Main St	CMB-Serve on Premises	Corporate	125.00	Fang Yang
Jumpstart Shamrock	C-Store Operations, LLC	1318 Main St	CMB-Packaged	Corporate	75.00	Jessica Swinford