

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Tuesday, January 21, 2020
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDERMayor Phillip R. Jarvis
ROLL CALL.....City Clerk, Brenda Peters
MINUTES OF PRECEDING MEETING.....Monday, January 06, 2020

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 2003 – A Resolution – Authorizing and directing the City Manager of the City of Winfield, Kansas to execute a lease agreement between the City of Winfield and Winfield Isle of Lights, Inc. regarding the lease of the Island Park Storage Facility.

Bill No. 2004 – A Resolution – Authorizing the Mayor and the City Clerk of the City of Winfield, Kansas to execute a right-of-way use permit agreement between the City of Winfield, Kansas, and Ark Valley Credit Union for a retaining wall within the right-of-way.

Bill No. 2005 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute Supplemental Agreement No. 1 to the Pavement Replacement Project Agreement No. 205-19 between the City and the Secretary of the Kansas Department of Transportation, relating to assistance in the financing of the construction of streets on the State Highway System through the City.

Bill No. 2006 – A Resolution – Accepting and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across the real estate described in Section 1.

OTHER BUSINESS

- Consider approval of maintenance agreement for 2020 substation technical support program with Vertiv Electrical Reliability Services.

ADJOURNMENT

-Next regular work session Thursday, January 30, 2020 at 4:00 p.m.
-Next regular meeting Monday, February 03, 2020.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
January 6, 2020

The Board of City Commissioners met in regular session, Monday, January 06, 2020 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; Carina Anderson, Deputy City Clerk; and William E. Muret, City Attorney. Other staff member present was Gus Collins, Director of Utilities.

Deputy City Clerk Anderson called roll.

Commissioner Thompson moved that the minutes of the December 16, 2019 Meeting be approved. Commissioner Jarvis seconded the motion. With all Commissioners voting aye, motion carried.

OATHS OF OFFICE

Mayor Hutto opened the nominations for Mayor. Commissioner Thompson moved to nominate Commissioner Phillip R. Jarvis as Mayor. Motion was seconded by Mayor Hutto. Mayor Hutto closed the nominations. With all Commissioners voting aye, motion carried.

Commissioner Jarvis moved to nominate Commissioner Gregory N. Thompson as Presiding Officer. Motion was seconded by Mayor Hutto. With all Commissioners voting aye, motion carried.

Deputy City Clerk Anderson administered the Oath of Office to Commissioners Thompson and Hutto, and to Mayor Phillip R. Jarvis who then took his place as Mayor.

PRESENTATION

Incoming Mayor Jarvis presented a Service Award to outgoing Mayor Hutto to recognize his service as Mayor to the City of Winfield.

BUSINESS FROM THE FLOOR

Mayor Jarvis noted there were no citizens present to bring business to the Commission.

NEW BUSINESS

Bill No. 2001 – A Resolution – Declaring the results of the General Municipal Election held in the City of Winfield, Kansas, on November 5, 2019. City Manager Wall explains that this Resolution certifies the results of the Election held on November 5, 2019, with Ronald E. Hutto receiving 906 votes, and Gregory N. Thompson receiving 900 votes. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto all Commissioners voting aye, Bill No. 2001 was adopted and numbered Resolution No. 0120.

Bill No. 2002 – A Resolution – Accepting a 2019 Urgent Need Community Development Block Grant (Walnut River Water Line). City Manager Wall explains that this Resolution authorizes the City to accept an Urgent Need Community Development Block Grant in the amount of \$180,135 for replacement of a water line underneath the Walnut River. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson all Commissioners voting aye, Bill No. 2002 was adopted and numbered Resolution No. 0220.

OTHER BUSINESS

- Consider approving an Environmental Review Report for the 2019 Urgent Need Community Development Block Grant (Walnut River Water Line) Grant #19-IT-002. Commissioner Thompson made a motion to approve the Environmental Review Report for the 2019 Urgent Need Community Development Block Grant. Commissioner Hutto seconded the motion. With all Commissioners voting aye, the motion carried.
- Consider approving an agreement with Midland GIS Solutions, providing for the inspection of approximately 190,000 linear feet of 6" and 8" sanitary sewer main. Director of Utilities Collins explains that this new technology will allow the City to analyze more of sanitary sewer piping at a more affordable cost. Commissioner Hutto moved to approve the agreement with Midland GIS Solutions for the inspection of sanitary sewer mains, in the amount of \$34,242.66. Motion was seconded by Commissioner Thompson. With all Commissioners voting aye, motion carried.
- Consider Cereal Malt Beverage License for Umi One, 822 Main St. Deputy City Clerk Anderson presented an application from Umi One for a Cereal Malt Beverage License. Anderson explains we received the application late on Thursday, January 2, and the inspection and background check have not been completed yet. Commissioner Thompson made a motion to approve the CMB license for Umi One, contingent upon successful completion of background check and fire inspection. Commissioner Hutto seconded the motion. With all Commissioners voting aye, the motion carried.

ADJOURNMENT

Upon motion by Commissioner Thompson, seconded by Commissioner Jarvis, all Commissioners voting aye, the meeting adjourned at 5:46 p.m.

Signed and sealed this 17th day of January 2020.

Signed and approved this 21st day of January 2020.

Carina Anderson, Deputy City Clerk

Phillip R. Jarvis, Mayor



Request for Commission Action

Date: January 13, 2020

Requestor: Gary Mangus, Assistant to the City Manager

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

Action Requested: January 21, 2020, Commission Agenda, consider Resolution authorizing the City Manager to execute a lease agreement between the City of Winfield, Kansas and Winfield Isle of Lights, Inc. regarding the lease of the Island Park Storage Facility at 409 Island Park Ave.

Analysis: Winfield Isle of Lights, Inc. (WILI) participated in the construction of the building and uses about 2/3 of the building to store displays used in their annual Christmas lighting exhibition. This Agreement renews the partnership through 2024 with options for three additional 60-month terms. Location, as well as, maintenance of building, facility rental, insurance terms and conditions, term, renewal options, rents/deposits, along with typical contractual language are identified within.

Fiscal Impact: WILI made annual payments, totaling \$9,844, to the City to be used towards construction of the building. The City will continue to require no rents or deposits for the building and will accept donations and capital improvement support as appropriate consideration.

Attachments: Proposed WILI Storage Building Resolution/Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 21st day of January 2020, by and between the City of Winfield, Kansas, as Lessor, hereinafter referred to as "City", and Winfield Isle of Lights, Inc., hereinafter referred to as "WILI".

WHEREAS, the City is the owner of certain property at 409 Island Park Ave., known as the "Island Park Storage Facility"; and,

WHEREAS, the building has been designated for public facilities use; and,

WHEREAS, the building has space that has been designated as excess space; and,

WHEREAS, WILI creates a seasonal lighting exhibition in Island Park for the benefit of Winfield residents and visitors and needs a facility to store its displays; and,

WHEREAS, the parties desire to execute a lease agreement for use of the facility as set forth herein.

NOW, THEREFORE, in consideration of the payments, mutual promises, and covenants as set forth herein, and other consideration, the parties agree as follows:

1. City hereby lets and leases to WILI the use of a certain space located within the Island Park Storage facility located at 409 Island Park Ave., Winfield KS. The space available to WILI for storage of its seasonal lighting displays is approximately 42' by 60'.
2. City shall provide for the exterior maintenance of the building, including routine repair and maintenance of the roof, exterior walls, doors, and snow removal, and landscaping care.
3. City agrees to furnish utilities associated with the use of space by WILI in the facility.
4. WILI agrees that they are responsible for care and cleaning of the leased space.
5. The City of Winfield assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Every effort will be made to ensure nondiscrimination in all City programs and activities, whether those programs and activities are federally funded or not.
6. CITY shall provide fire and extended coverage benefits for the building and the contents owned by CITY and commercial general liability for CITY. WILI agrees to obtain and maintain commercial general liability insurance with limits not less than \$500,000.00 each occurrence, \$500,000.00 personal and/or advertising injury, \$1,000,000.00 products completed/operations aggregate and \$1,000,000.00 general aggregate, \$100,000 Fire Damage Legal Liability and statutory worker's compensation insurance. CITY shall be named as an additional insured on WILI general liability policy. A certificate of insurance shall be filed with the City Manager's office

on an annual basis. WILI agrees to obtain insurance coverage for contents associated with its operation in the facility, including any loss of income/use due to an insured peril, regardless of fault/cause. Any property insurance purchased by WILI shall include a waiver of liability for any such property loss.

7. WILI waives any and all rights of recovery against CITY, its officers, employees, agents, lessees, licensees, or guests in this facility for loss or damage to WILI property caused by the acts of CITY or others under its control for such loss or damage.
8. WILI agrees to hold CITY harmless and indemnify them should CITY become involved in litigation because of such claim, as owner of the premises, caused by an act, failure to act, or other negligence of RHC, its officers, employees, agents, subcontractor, lessees, or licensees, arising out of the use of the designated facility.
9. WILI will not engage in any unlawful, illegal, or unreasonable conduct or acts deemed by City to be inappropriate in such a facility, or do anything by which any policy of insurance on the property would be canceled or annulled, or which would subject City to criminal prosecution or suit for damages by any person or corporation.
10. WILI shall not sublet any of the premises nor assign this lease agreement without the written consent of City.
11. WILI will not make any alterations to the structural portion of the facility or make any major alterations to the interior of the building without the written consent of City. WILI agrees to conform to applicable city, state and federal codes in any alteration of the facility.
12. Unless sooner terminated pursuant to the provisions herein set forth, the term of this lease agreement is from February 1, 2020 through January 31, 2024. Agreement may be canceled by mutual agreement or if WILI should cease to operate an annual lighting exhibition.
13. WILI shall have the option to renew this lease for an additional three (3), 60-month periods if the parties can agree on the terms. WILI shall notify the CITY in writing at least 120 days prior to the end of each term of this lease of its desire to exercise said options. After said notification, the CITY and WILI will review all of the terms and conditions of this lease. The terms and conditions of the lease may be amended at any time by the execution of a written addendum by both parties and shall be submitted to the City Commission for consideration.
14. WILI agrees to observe and comply with all laws, regulations, rules, orders and ordinances pertaining to its possession, use and occupancy of the lease premises as now existing or hereinafter promulgated by Federal, State, County or Governmental authorities asserting requisite jurisdiction and to pay all costs, expenses, penalties, and claims arising out of its noncompliance therewith.
15. The City Manager or his/her designee may enter the facility at any reasonable time, for the purpose of ensuring that the terms and conditions of this agreement are being met.

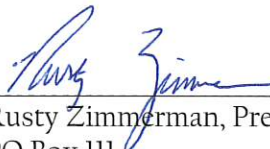
16. In the event WILI violates any of the covenants and provisions of this lease or fails to make annual payment required by this agreement, then City, at its option, may declare the agreement at an end and WILI shall forthwith deliver possession of the premises to City.
17. Should the leased premises or some part thereof be condemned or be damaged or injured by fire or other casualty so that it is unusable by WILI for the operations contemplated by it, City will, at City's option, promptly rebuild or repair the premises. If City does not do so, the CITY shall have no obligation to provide alternate space for WILI storage.
18. Upon termination of the agreement, WILI will, within a reasonable time, remove all personal property of any kind or character placed on said premises by WILI and pay for damages, if any caused by its removal.
19. CITY will require no rents or deposits from WILI for the facilities used and will accept donations and capital improvement support in consideration for this agreement.

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

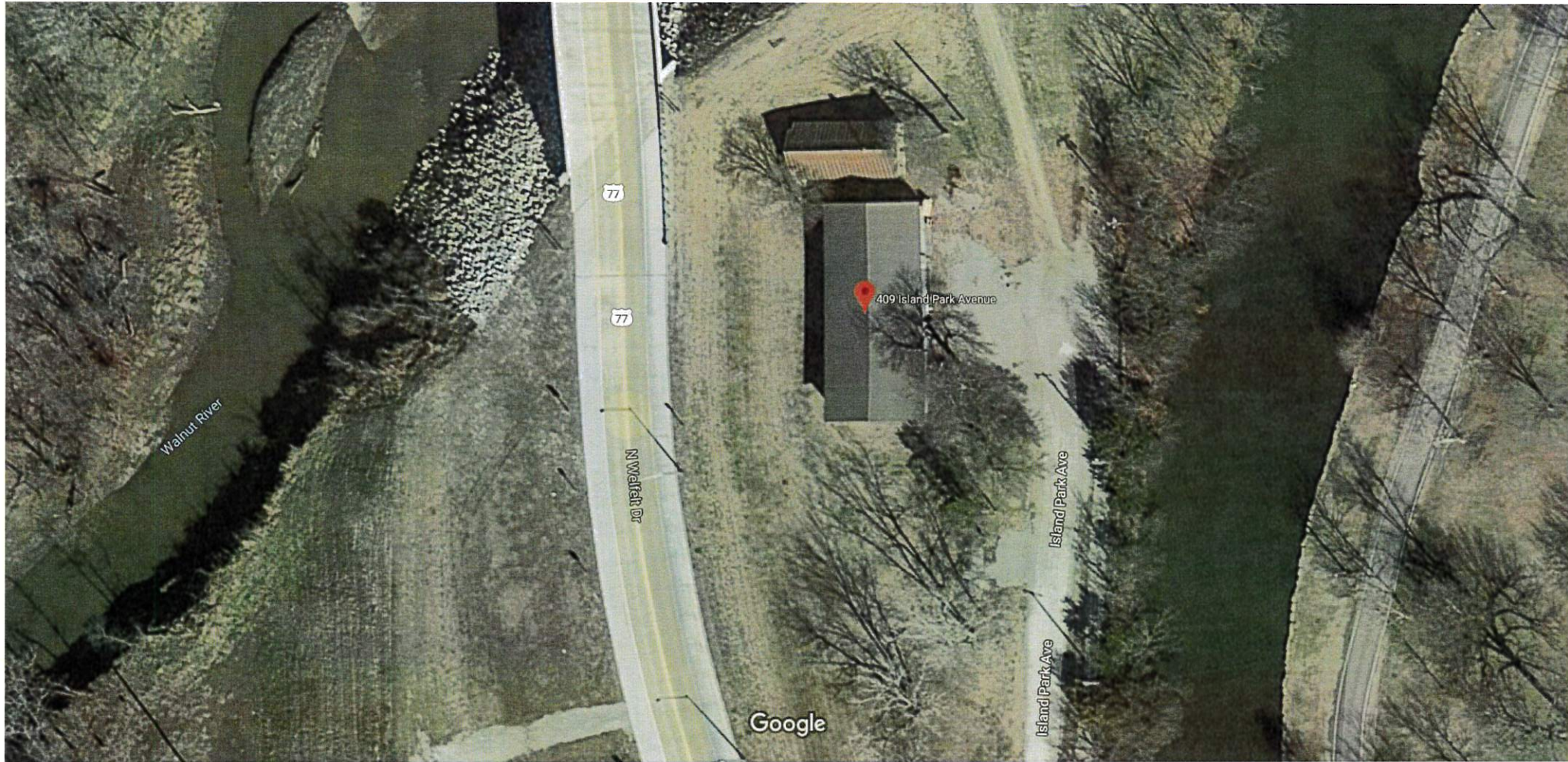
CITY OF WINFIELD KS

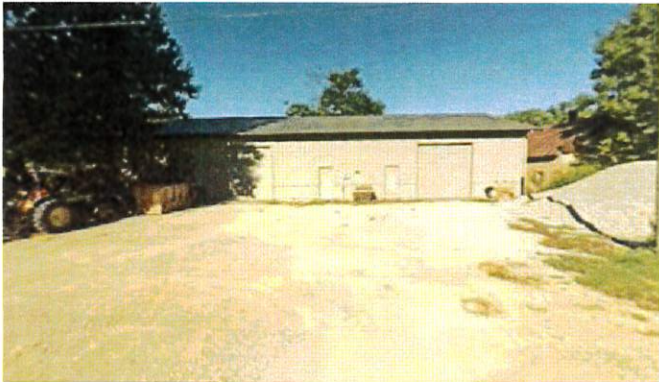
WINFIELD ISLE OF LIGHTS, INC

Taggart Wall, City Manager







Rusty Zimmerman, President
PO Box 111
Winfield KS 67156





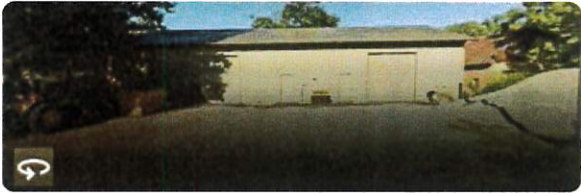
409 Island Park Ave

Winfield, KS 67156

-  Directions
-  Save
-  Nearby
-  Send to your phone
-  Share

 62X2+R4 Winfield, Walnut, KS

Photos



A RESOLUTION

AUTHORIZING and directing the City Manager of the City of Winfield, Kansas to execute a lease agreement between the City of Winfield and Winfield Isle of Lights, Inc. regarding the lease of the Island Park Storage Facility.

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

Section 1. The City Manager of the City of Winfield, Kansas, is hereby authorized and directed to execute a lease agreement between the City of Winfield, Kansas and Winfield Isle of Lights, Inc. regarding the lease of the Island Park Storage Facility; a copy of which is attached hereto and made a part hereof.

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

ADOPTED this 21st day January 2020.

(SEAL)

Phillip R. Jarvis, Mayor

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: January 13, 2020

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

Action Requested: Approval of a Right-Of-Way Use Agreement

Analysis:

Ark Valley Credit Union has submitted construction documents and a permit application for construction of a new building at 1222 Main St. The location of the former Jiffy Lube. Due to the grade of the structure, proximity to the sidewalk, and the need for accessibility for both vehicles and pedestrians, they are requesting to construct a short retaining wall along their property line parallel to the street within the right-of-way. This agreement provides the parameters for the construction and maintenance of the wall.

Fiscal Impact: None. The agreement requires the owner of the property to maintain the improvement so it is not the responsibility of the City.

Attachments: Proposed Resolution & Agreement

A RESOLUTION

AUTHORIZING the Mayor and the City Clerk of the City of Winfield, Kansas to execute a right-of-way use permit agreement between the City of Winfield, Kansas, and Ark Valley Credit Union for a retaining wall within the right-of-way.

WHEREAS, the Owner wishes to improve their property and construct a retaining wall as part of the entry to a credit union on the property at 1212 Main Street; and,

WHEREAS, the location of said improvements will encroach on the right-of-way of the City along the East right-of-way of the Main Street and the North right-of-way of 13th Avenue adjacent to said property, due to the relative grade of the existing sidewalk and the new structure; and,

WHEREAS, the City and the Owner are agreeable to the Owner receiving a right-of-way use permit to construct and maintain said improvement on the right-of-way of the City,

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

Section 1. The Mayor and the Clerk of the City of Winfield, Kansas, are hereby authorized and directed to execute a right-of-way use permit agreement between the City of Winfield, Kansas, and Ark Valley Credit Union, Kim Anneler, CEO; a copy of which is attached hereto and made a part hereof.

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

ADOPTED this 21st day of January 2020.

(SEAL)

Phillip R. Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

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

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



Request for Commission Action

Date: January 15, 2020

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

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

Analysis:

This supplemental agreement changes the percentage of participating costs for the preliminary engineering (PE). As is typically the case, KDOT does not participate in the PE. The mistakenly had it as a participating cost in the original agreement.

Fiscal Impact: No additional cost. We had already anticipated utilizing the maximum amount of fund provided by the original agreement.

Attachments: Proposed Resolution

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute Supplemental Agreement No. 1 to the Pavement Replacement Project Agreement No. 205-19 between the City and the Secretary of the Kansas Department of Transportation, relating to assistance in the financing of the construction of streets on the State Highway System through the City.

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

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

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

ADOPTED this 21st day of January, 2020

(SEAL)

Phillip R. Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

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

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

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

S U P P L E M E N T A L A G R E E M E N T N o . 1

This Agreement, made and entered into effective the date signed by the Secretary or designee, is by and between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Winfield, Kansas** (“City”), **collectively**, the “Parties.”

RECITALS:

- A. The Parties entered into an Agreement dated December 6, 2019 for a pavement replacement project on US-160 (the “Original Agreement”).
- B. The Parties mutually desire to supplement the Original Agreement to correct an error to the City’s share in the Preliminary Engineering cost.

NOW, THEREFORE, the Parties agree as follows:

1. On page 11 of the Original Agreement, Article III, paragraph 17, be replaced in its entirety to read as follows:

17. **Financial Obligation.** The City will be responsible for twenty-five percent (25%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items), and Construction Engineering, up to \$1,333,333.00 for the Project. In addition, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items), and Construction Engineering that exceed \$1,333,333.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Right of Way and Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF WINFIELD, KANSAS

CITY CLERK

(Date)

MAYOR

Kansas Department of Transportation
Secretary of Transportation

By: _____
Burt Morey, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

A RESOLUTION

ACCEPTING and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across the real estate described in Section 1.

WHEREAS, it was necessary to acquire a certain permanent easement to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances in Winfield, Cowley County, Kansas; and,

WHEREAS, said easement has been successfully negotiated.

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

Section 1. The Mayor and Clerk of the City of Winfield, Kansas, GRANTEE, are hereby authorized and directed to accept a certain permanent easement in Cowley County, Kansas, granted by BROOKS G. LITTRELL and JANIE F. LITTRELL, GRANTORS, necessary to provide right-of-way for the purpose of installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across the real estate described as follows:

A tract of land in the North Half of Section 29, Township 32 South, Range 4 East of the 6th P.M., Cowley County, Kansas described as:

Beginning at the Southwest corner of Lot 10, Sharon Acres, a subdivision situated in Section 29, Township 32 South, Range 4 East, said point being the Southwest corner of what was formerly platted as Block 28, West Side Addition, said point being on the North line of 11th Avenue and the East line of Grand Street in said West Side Addition (now vacated); thence West 35 feet to a point in the center of Grand Street; thence South parallel with the East side of Grand Street as originally platted, 31.28 feet to the Northwest corner of track known as the Hopper Tract; thence East 661.13 feet to the Northeast corner of the Hopper Tract, thence South parallel with the East line of Grand Street, 18.72 feet, thence East, parallel with the South line of 11th Avenue (now vacated) to the Center of Walnut River; thence up the center of the river to where it intersects the North line of said 11th Avenue extended in West Side Addition (now vacated); thence West along the North side of said 11th Avenue to the point of beginning.

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

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

ADOPTED this 21st day January 2020.

(SEAL)

Phillip R. Jarvis, Mayor

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager



December 26, 2019

Brooks G. Littrell, Owner of Record
Janie F. Littrell, Owner of Record
1212 Grand Street
Winfield, KS 67156

RE: Winfield, Kansas - Water System Improvements
City of Winfield Urgent Need Application

Dear Mr. & Mrs. Littrell,

This letter is to inform you the City of Winfield is considering acquiring a permanent right-of-way easement on your property at the following legal location:

A tract of land in the North Half of Section 29, Township 32 South, Range 4 East of the 6th P.M., Cowley County, Kansas described as:
Beginning at the Southwest corner of Lot 10, Sharon Acres, a subdivision situated in Section 29, Township 32 South, Range 4 East, said point being the Southwest corner of what was formerly platted as Block 28, West Side Addition, said point being on the North line of 11th Avenue and the East line of Grand Street in said West Side Addition (now vacated); thence West 35 feet to a point in the center of Grand Street; thence South parallel with the East side of Grand Street as originally platted, 31.28 feet to the Northwest corner of track known as the Hopper Tract; thence East 661.13 feet to the Northeast corner of the Hopper Tract, thence South parallel with the East line of Grand Street, 18.72 feet, thence East, parallel with the South line of 11th Avenue (now vacated) to the Center of Walnut River; thence up the center of the river to where it intersects the North line of said 11th Avenue extended in West Side Addition (now vacated); thence West along the North side of said 11th Avenue to the point of beginning.

The permanent right-of-way easement is needed for the City of Winfield to complete a water line replacement project approximately 700 feet south of the W. US160 (9th Ave.) Bridge adjacent to the Winfield Fairgrounds. A 12" waterline is proposed to be placed within the easement. Please see project description, enclosed.

A brochure describing your rights and the procedures for acquiring property is enclosed for your information. This is not a notice to vacate and does not establish eligibility for relocation payments or other relocation assistance.

City Manager's Office
200 E. Ninth-PO Box 646
Winfield, KS 67156
620-221-5525 ph
620-221-5590 fax



The City of Winfield will hire an independent appraiser to appraise your property if you choose. There is an existing easement on the property, this is a new easement as this will be a new line.

We hope you will choose to waive the right to just compensation and the appraisal and donate the needed easement for the public good as well as the benefit to your own property in the future. Thank you for your cooperation in this matter. If you have any questions, please feel free to call our city manager at (620) 221-5504.

Respectfully,

A handwritten signature in blue ink, appearing to read "Ron Hutto".

Ron Hutto
Mayor

Enclosures: When A Public Agency Acquires Your Property
 Appendix E Project Easements
 Project Location Map

Ronald E. Hutto, Mayor
City of Winfield, Kansas
200 E. 9th
Winfield, KS 67156

RE: Winfield, Kansas - Water System Improvements
City of Winfield Urgent Need Application

Dear Mayor Hutto,

This letter will serve to verify we were fully informed and advised of our rights provided to us by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. We acknowledge receipt of the booklet "When A Public Agency Acquires Your Property". We fully understand we are not required to sell this property for less than its appraised fair market value and waive our right to an appraisal.

We wish to donate the following permanent easement to the City of Winfield because of the benefits to be derived as a result of this project.

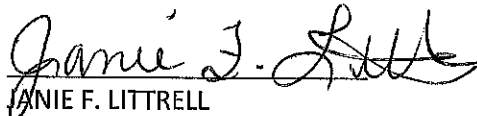
Permanent Easement Description.

A tract of land in the North Half of Section 29, Township 32 South, Range 4 East of the 6th P.M., Cowley County, Kansas described as:

Beginning at the Southwest corner of Lot 10, Sharon Acres, a subdivision situated in Section 29, Township 32 South, Range 4 East, said point being the Southwest corner of what was formerly platted as Block 28, West Side Addition, said point being on the North line of 11th Avenue and the East line of Grand Street in said West Side Addition (now vacated); thence West 35 feet to a point in the center of Grand Street; thence South parallel with the East side of Grand Street as originally platted, 31.28 feet to the Northwest corner of track known as the Hopper Tract; thence East 661.13 feet to the Northeast corner of the Hopper Tract, thence South parallel with the East line of Grand Street, 18.72 feet, thence East, parallel with the South line of 11th Avenue (now vacated) to the Center of Walnut River; thence up the center of the river to where it intersects the North line of said 11th Avenue extended in West Side Addition (now vacated); thence West along the North side of said 11th Avenue to the point of beginning.


BROOKS G. LITRELL

1-8-20


JAMIE F. LITRELL

Original: City of Winfield, Kansas CDBG Acquisition File
Copy: Property Owner & City of Winfield, Kansas

PERMANENT EASEMENT

We, BROOKS G. LITTRELL and JANIE F. LITTRELL, landowners, GRANTORS, in consideration of the benefits to be obtained from the utility lines which are the subject of this easement, do hereby convey and assign to the CITY OF WINFIELD, Cowley County, Kansas, GRANTEE, a permanent easement and right-of-way for the purpose of installation, construction, maintenance, repair, and removal of said utilities and the necessary appurtenances therefor, in, over, under, and across the real estate described as follows. This utility easement in no way allows public thru traffic access nor creates an alley.

A tract of land in the North Half of Section 29, Township 32 South, Range 4 East of the 6th P.M., Cowley County, Kansas described as:

Beginning at the Southwest corner of Lot 10, Sharon Acres, a subdivision situated in Section 29, Township 32 South, Range 4 East, said point being the Southwest corner of what was formerly platted as Block 28, West Side Addition, said point being on the North line of 11th Avenue and the East line of Grand Street in said West Side Addition (now vacated); thence West 35 feet to a point in the center of Grand Street; thence South parallel with the East side of Grand Street as originally platted, 31.28 feet to the Northwest corner of track known as the Hopper Tract; thence East 661.13 feet to the Northeast corner of the Hopper Tract, thence South parallel with the East line of Grand Street, 18.72 feet, thence East, parallel with the South line of 11th Avenue (now vacated) to the Center of Walnut River; thence up the center of the river to where it intersects the North line of said 11th Avenue extended in West Side Addition (now vacated); thence West along the North side of said 11th Avenue to the point of beginning.

The amount of money as set forth herein is in full payment for the use of said property and the undersigned releases the City of Winfield, Kansas, from any claims for damages for acts or omissions pertaining to the purpose as set forth herein except for negligence on the part of said City. There are no other agreements, oral or written, between the parties except as set forth herein.

This easement is binding upon the heirs, executors, administrators, successors, trustees, and assigns of the parties hereto.

Dated this 8 day of January, ²⁰²⁰~~2019~~.


BROOKS G. LITTRELL

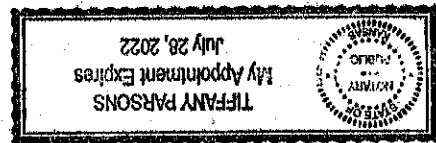

JANIE F. LITTRELL

STATE OF KANSAS, COWLEY COUNTY, SS.

On this 8th day of January, ²⁰²⁰~~2019~~, before me a notary public in and for said county and state, personally appeared BROOKS G. LITTRELL AND JANIE F. LITTRELL to me known to be the person named in and who executed the foregoing instrument, and duly acknowledged the execution thereof.

Tiffany Parsons
Notary Public

My commission expires: 7/28/2022



Accepted and authorized for filing in the Office of Register of Deeds, Cowley County,
Kansas, this _____ day of _____, ~~2019~~²⁰²⁰, by Resolution No. _____
of the Governing Body of the City of Winfield, Kansas.

Ronald E. Hutto, Mayor

Phillip R. Jarvis,

ATTEST:

Brenda Peters, City Clerk

The City of Winfield received a letter from KDHE dated November 6, 2019 in which they declared the issue a threat to the health and safety of residents. They pledged their support for this application. Subsequently, KDHE has also approved the plans for the proposed repair. Please see attached letter.

The project engineer has already completed the project design and are under contract for inspection and assistance with bidding. Project designs will be adjusted based on any environmental review concerns that arise. The project administrator is also under contract. In both cases, contracts are contingent upon project award.

The project will be ready to go to bid as soon as the Environmental Review is completed.

The scope of work for addressing the exposed line is to bore a new 12" main below the river with sufficient depth to prevent future exposure as the river continues to move when floods and high flows occur. The installation involves the boring of a section of line, the installation of isolation valves and the tie in of the new segment to the existing water mains on each side of the river. Because of the constant flow of water in the Walnut River, open cutting or lowering of the existing line is not an option. Furthermore, based on the location, volume of material, and the type of material necessary, re-constructing the bank and areas adjacent to the existing waterline would be at an increased cost and increased risk to the already exposed main. This latter approach would also trigger additional delays due to environmental concerns related to disruption of water flow, creation of turbidity and general disturbance of the river.

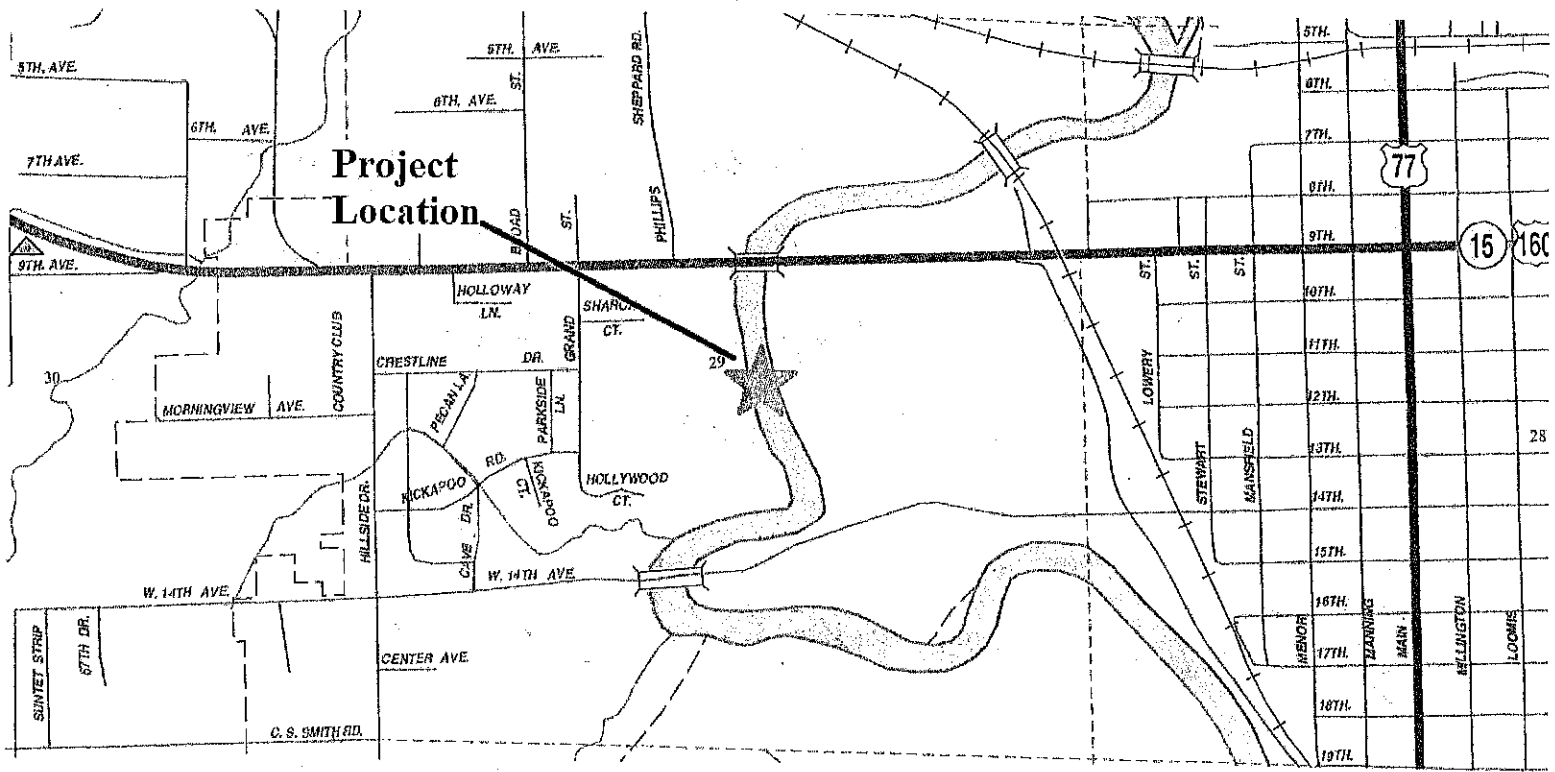
The project will consist specifically of

- mobilization,
- site clearing and restoration,
- service reconnection as needed,
- connection to existing water line,
- installation of 579 feet of 12-inch waterline (directional drill installation),
- installation of 90 feet of 12-inch waterline (trench installation),
- installation of 2 12" valve assemblies,
- erosion control and
- abandonment of the existing waterline.

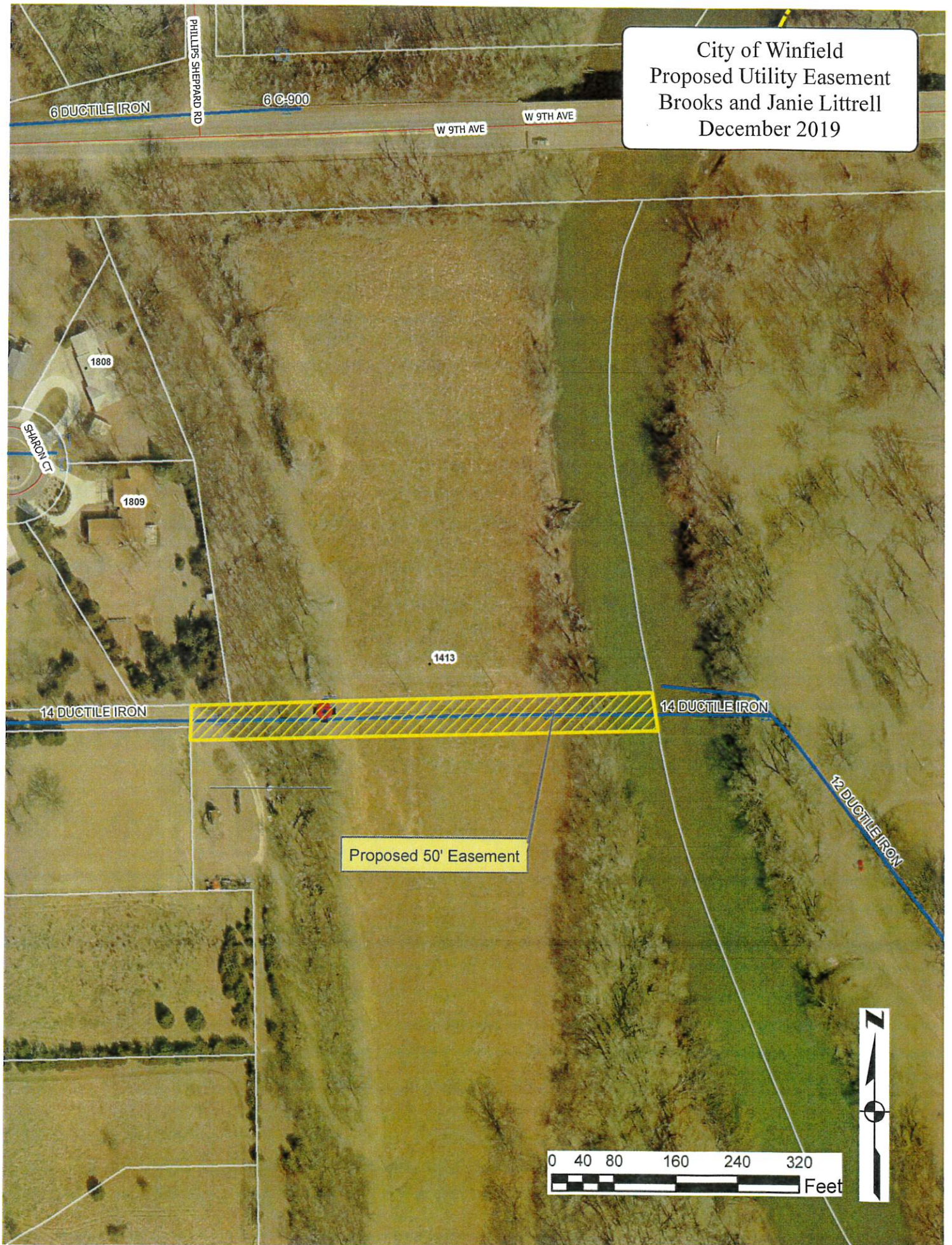
Engineering, construction inspection and administration will be included throughout the project.

The project will be successful when the new 579 feet of line are in place and fully connected to adjacent lines. CDBG funds will pay for construction and administration (publications only). Local funds will pay for administration, engineering assistance with bidding and engineering inspection.

The estimated project cost is \$197,105 with the grant request for \$180,105 of the project cost. Proposed source of funds is \$180,105 in CDBG funds and \$17,000 in local funds.



City of Winfield
Proposed Utility Easement
Brooks and Janie Littrell
December 2019



When A Public Agency Acquires Your Property

Introduction

What Right Has Any Public Agency To Acquire My Property Acquisition policies Act of 1970, as amended (URA) and provides general information about public acquisition of real property (real estate) that should be useful to you.

Most acquisitions of real property by a public agency for Federal project or product in which Federal funds are used are covered by the URA. If you are notified that your property will be acquired for such a project, it is important that you learn your rights under this important law.

This booklet may not answer all of your questions. If you have more questions about the acquisition of your property, contact the Agency responsible for the project. (Check the back of this booklet for the name of the person to contact at the Agency.) Ask your questions before you sell your property. Afterwards, it may be too late.

General Questions

What Right Has Any Public Agency To Acquire My Property?

The Federal Government and every State government have certain powers that are necessary for them to operate effectively. For example, they have the power to levy taxes and the power to maintain order. Another government power is the power to acquire private property for public purposes. This is known as the power of eminent domain.

The rights of each of us are protected, however, by the Fifth and Fourteenth Amendments of the U.S. Constitution and by State constitutions and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner. The URA provides additional protections, as explained in this booklet.

Who Made The Decision To Buy My Property?

The decision to acquire a property for a public project usually involves many persons and many determinations. The final determination to proceed with the project is made only after a thorough review which may include public hearings to obtain the views of interested citizens.

If you have any questions about the project or the selection of your property for acquisition, you should ask a representative of the Agency which is responsible for the project.

How Will The Agency Determine How Much To Offer Me Of My Property?

Before making you an offer, the Agency will obtain at least one appraisal of your property by a competent real property appraiser who is familiar with local property values. The appraiser will inspect your property and prepare a report that includes his or her professional opinion of its current fair market value. After the appraiser has completed his work, a review appraiser will examine the appraisal report to assure that the estimate is fair and the work conforms to professional appraisal standards.

The Agency must offer you "just compensation" for your property. This amount cannot be less than the appraised fair market value of the property. "Just compensation" for your property does not take into account your relocation needs. If you are eligible for relocation assistance, it will be additional.

What Is Fair Market Value?

Fair market value is sometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy. In some areas, a different term or definition may be used.

The fair market value of a property is generally considered to be "just compensation." Fair market value does not take into account intangible elements such as sentimental value, good will, business profits, or any special value that your property may have for you or for the Agency.

How Does An Appraiser Determine The Fair Market Value Of My Property?

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much rental income it could produce.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.

Will I have A Chance To Talk To The Appraiser?

Yes, you will be contacted and given the opportunity to accompany the appraiser on his or her inspection of your property. You may then inform the appraiser of any special features which you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to insure that nothing of allowable value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

Promptly after the appraisal has been reviewed (and any necessary corrections obtained), the Agency will determine just compensation and give you a written purchase offer in that amount along with a "summary statement," explaining the basis for the offer. No negotiations are to take place before you receive the written purchase offer and summary statement.

What Is In The Summary Statement Of The Basis For The Offer Of Just Compensation?

The summary statement of the basis for the offer of just compensation will include:

- An accurate description of the property and the interest in the property to be acquired.
- A statement of the amount offered as just compensation. (If only part of the property is to be acquired, the compensation for the part to be acquired and the compensation for damages, if any, to the remaining part will be separately stated.)
- A list of the buildings and other improvements covered by the offer. (If there is a separately held interest in the property not owned by you and not covered by the offer (e.g. a tenant-owned improvement), it will be so identified.)

Must I accept The Agency's Offer?

No. You are entitled to present your evidence as to the amount you believe is the fair market value of your property and to make suggestions for changing the terms and conditions of the offer. The Agency will consider your evidence and suggestions. When fully justified by the available evidence of value, the offer price will be increased.

May Someone Represent Me During Negotiations?

Yes. If you would like an attorney or anyone else to represent you during negotiations, please inform the Agency. However, the URA does not require the Agency to pay the costs of such representation.

If I Reach Agreement With The Agency, How Soon Will I be Paid?

If you reach a satisfactory agreement to sell your property and your ownership (title to the property) is clear, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after you sign a purchase contract. If the title evidence obtained by the Agency indicates that further action is necessary to show that your ownership is clear, you may be able to hasten the payment by helping the Agency obtain the necessary proof. (Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens, and other instruments affecting your ownership of the property.)

What Happens If I Don't Agree To The Agency's Purchase Offer?

If you are unable to reach an agreement through negotiations, the Agency may file a suit in court to acquire your property through an eminent domain proceeding. Eminent domain proceedings are often called condemnations. If your property is to be acquired by condemnation, the Agency will file the condemnation suit without unreasonable delay.

An Agency may also decide not to buy your property, if it cannot reach agreement on a price, and find another property to buy instead.

What Happens After The Agency Condemns My Property?

You will be notified of the action. Condemnation procedures vary, and the Agency will explain the procedures that apply in your case.

Generally, when an Agency files a condemnation suit, it must deposit with the court (or in an escrow account) an amount not less than its appraisal of the fair market value of the property. You should be able to withdraw this amount, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Withdrawal of your share of the money will not affect your right to seek additional compensation for your property.

During the condemnation proceeding, you will be provided an opportunity to introduce your evidence as to the value of your property. Of course, the Agency will have the same right. After hearing the evidence of all parties, the court will determine the amount of just compensation. If that amount exceeds the amount deposited by the Agency, you will be paid the difference, plus any interest that may be provided by law.

To help you in presenting your case in a condemnation proceeding, you may wish to employ an attorney and an appraiser. However, in most cases the costs of these professional services and other costs that an owner incurs in presenting his or her case to the court must be paid by the owner.

What Can I Do If I Am Not Satisfied With The Court's Determination?

If you are not satisfied with the court judgment, you may file an appeal with the appropriate appellate court for the area in which your property is located. If you are considering an appeal, you should check on the applicable time limit for filing the appeal and consult with your attorney on whether you have a basis for the appeal. The Agency may also file an appeal if it believes the amount of the judgment is too high.

Will I Have To Pay Any Closing Costs?

You will be responsible for the payment of the balance on any mortgage and other liens on your property. Also, if your ownership is not clear, you may have to pay the cost of clearing it. But the Agency is responsible for all reasonable and necessary costs for:

- Typical legal and other services required to complete the sale, recording fees, revenue stamps, transfer taxes and any similar expenses which are incidental to transferring ownership to the Agency.
- Penalty costs and other charges related to prepayment of any recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period beginning on the date the Agency acquires your property.

Whenever possible, the Agency will make arrangements to pay these costs directly. If you must incur any of these expenses yourself, you will be repaid—usually at the time of closing. If you later discover other costs for which you should be repaid, you should request repayment from the Agency immediately. The Agency will assist you in filing a claim. Finally, if you believe that you were not properly repaid, you may appeal the decision to the Agency.

May I Keep Any Of The Buildings Or Other Improvements On My Property?

Very often, many or all of the improvements on the property are not required by the Agency. This might include such items as a fireplace mantel, your favorite shrubbery, or even entire house. If you wish to keep any improvements, please let the Agency know as soon as possible.

If you do arrange to keep any improvements, the Agency will deduct only its salvage value from the purchase price you would otherwise receive. (The salvage value of the items is its probable selling price if offered for sale on the condition that the buyer will remove it at his or her own expense.) Of course, if you arrange to keep any real property improvement, you will not be eligible to receive a relocation payment for the cost of moving it to a new location.

Can The Agency Take Only A Part Of My Property?

Yes. But if the purchase of only a part of your property reduces the value of the remaining part(s), you will be paid for the loss in value. Also, if any remaining part would have little or no utility or value to you, the Agency will offer to buy that remaining part from you.

Occasionally, a public project will increase the value of the part that is not acquired by the Agency. Under some eminent domain laws, the amount of such increase in value is deducted from the purchase payment the owner would otherwise receive.

Will I Have To Pay Rent To The Agency After My Property Is Acquired?

If you remain on the property after the acquisition, you may be required to pay a fair rent to the Agency. Such rent will not exceed that charged for the use of comparable properties in the area.

How Soon Must I Move?

If possible, a mutually agreeable date for the move will be worked out. Unless there is an urgent need for your property (e.g., your occupancy would present a health or safety emergency), you will not be required to move without at least 90 days advance written notice.

If you reach a voluntary agreement to sell your property, you will not be required to move before you receive the agreed purchase price. If the property is acquired by condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the court so that you can withdraw your share.

If you are being displaced from your home, you will not be required to move before a comparable replacement home is available to you.

Will I Receive Relocation Assistance?

Title II of the URA requires that certain relocation payments and other assistance must be provided to families, individuals, businesses, farms, and nonprofit organizations when they are displaced or their personal property must be moved as a result of a project that is covered by the URA.

The Agency will furnish you a full explanation of any relocation assistance to which you may be entitled. If you have any questions about such assistance, please contact the Agency. In order for the Agency to fulfill its relocation obligations to you, you must keep the Agency informed of your plans.

My Property Is Worth More Now. Must I Pay Capital Gains Tax On The Increase?

Internal Revenue Service (IRS) Publication 544 explains how the Federal income tax would apply to a gain or loss resulting from the sale or condemnation of real property, or its sale under the threat of condemnation, for public purposes. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office.

I'm A Veteran. How About My VA Loan?

After your VA home mortgage loan has been repaid, you will be permitted to obtain another VA Loan to purchase another property. Check on such arrangements with your nearest Veterans Administration Office.

Is It Possible To Donate Property?

Yes. You may donate your property or sell it to the Agency for less than its fair market value. The agency must obtain an appraisal of the property and offer just compensation for it, unless you release the Agency from these obligations.

Additional Information

If you have any questions after reading this booklet, contact the Agency and discuss your concerns with the Agency representative.

Agency:	<u>City of Winfield, Kansas</u>
Address:	<u>200 E. 9th, Winfield, KS 67156</u>
Office Hours:	<u>8a.m.- 5:00p.m.</u>
Telephone Number:	<u>620-221-5500</u>
Person to Contact:	<u>Taggart Wall, City Manager</u>



Request for Commission Action

Date: January 16, 2020

Requestor: Kyle Gillett, Customer Service & System Reliability Specialist

Action Requested: Consider approval of maintenance agreement for 2020 substation technical support program with Vertiv Electrical Reliability Services.

Analysis: The City of Winfield has been implementing a technical support program as a form of preventive maintenance on our five electric substations and both generation plants since 2003. The program is set up on a three-year rotation where the substation equipment receives maintenance and testing by an electrical contractor. Scheduled for maintenance in 2020 includes:

- **Three substation transformers and their load tap changers**
- **One additional transformer that provides station power for the East Power Plant**
- **Four 69KV gas circuit breakers**
- **Two 69KV gas circuit switchers**
- **Fourteen 15KV vacuum circuit breakers**
- **26 protective relays**
- **Two 69KV potential transformers**

Fiscal Impact: Consequently, based on the above, I solicited bids from the following to complete the 2020 TSP. Vertiv Electrical Reliability Services of Lee's Summit MO, and Southwest Electric of Oklahoma City OK. I received the bids last week, and they were as follows.

- **Vertiv \$57,251.00**
- **Southwest \$52,550.00**

Staff recommends that the commission consider the best bid from Vertiv Electrical Reliability Services due to the successful history we have with them, and because of their familiarity with our electrical system and substation equipment. Vertiv has been conducting the majority of our TSP for the past ten years.

Attachments: Map of electric substation locations



Request for Commission Action

Southern Kansas – 2019 LPP Results



- Using our reliability criteria, GridLiance identified overloading and low voltage issues for the following outage events:
 - **Bus Section Fault at Winfield Tie station -** Losing Westar circuits to Timber Jct and Rainbow forces system load to be served through Oak and Strother. Winfield would need to shed load to avoid overloading on the Strother lines to Oak and Winfield Tie station.
 - **Bus Fault at Oak Station –** Losing Oak station opens the source to Strother. Winfield would need to shed load to avoid overloading on the Winfield line section to Timber Jct.
 - **Single Point of Failure –** A bus fault or breaker failure at Winfield Tie station would open the lines that serve the Winfield Loop. Without this connection, there is no way to serve over 50 MW of the Winfield load or 'maintain integrity of load areas' per our criteria

