

**CITY COMMISSION MEETING  
Winfield, Kansas**

DATE: Tuesday, January 19, 2021  
TIME: 5:30 p.m.  
PLACE: City Commission – Community Council Room – First Floor – City Building

**AGENDA**

CALL TO ORDER.....Mayor Gregory N. Thompson  
ROLL CALL.....City Clerk, Brenda Peters  
MINUTES OF PRECEDING MEETING.....Monday, January 04, 2021

**BUSINESS FROM THE FLOOR**

-Citizens to be heard

**NEW BUSINESS**

Ordinances & Resolutions

**Bill No. 2101 – An Ordinance** – Amending Chapter 38 of The Winfield City Code by the repeal of Section 38-32 of said Chapter and the adoption in lieu thereof of a new Chapter 38 Section 38-32.

**Bill No. 2102 – A Resolution** – Authorizing the City Manager and the City Clerk of the City of Winfield, Kansas to execute an agreement for architectural services with Agora Architecture. for the purpose of providing professional design services for Phase 4 of the Public Safety Facility for the City of Winfield.

**OTHER BUSINESS**

-Consider quote from Environmental Systems Research Institute, Inc. (ESRI) for Enterprise Software Licensing

**ADJOURNMENT**

-Next regular work session Thursday, January 28, 2021 at 4:00 p.m.  
-Next regular meeting Monday, February 01, 2021.

**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 Phillip R. Jarvis presiding. Commissioners Ronald E. Hutto 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 members present were Patrick Steward, Director of Public Improvements; Robbie DeLong, Police Chief; and Chad Gordon, Police Captain.

Deputy City Clerk Anderson called roll.

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

**OATHS OF OFFICE**

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

Deputy City Clerk Anderson administered the Oath of Office to Mayor Gregory N. Thompson who then took his place as Mayor.

**PRESENTATION**

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

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

**BUSINESS FROM THE FLOOR**

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

**NEW BUSINESS**

**OTHER BUSINESS**

- Consider Assignment of Lease – Rubbermaid. Commissioner Jarvis made a motion to approve the Assignment of Lease. Motion was seconded by Commissioner Hutto. With all Commissioners voting aye, 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 15<sup>th</sup> day of January 2021.

Signed and approved this 19<sup>th</sup> day of January 2021.

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Carina Anderson, Deputy City Clerk

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Gregory N. Thompson, Mayor





## Request for Commission Action

**Date:** 01/11/2021

**Requestor:** Chad Mayberry, Fire Marshal

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**Action Requested:**

Consider a revision to the adopted amendments of the 2015 International Fire Code (IFC)

**Analysis:**

The proposed changes modify 3 areas of the current amendments to the adopted fire code.

- 1) Items # 2,8,9, and 10. This reinserts “recreational fires” into the adopted code. It provides an expanded definition of recreational fires and provides for additional guidance on the allowances for recreational fires. It adds a description of allowances for fire pits that are constructed rather than purchased.
- 2) Item #11. This adds a section on food preparation vehicles. The 2015 IFC does not cover food preparation vehicles. The proposed amendment adds a section providing regulations on food preparation vehicles that is in the 2018 & 2021 editions of the IFC.
- 3) Item #14. This amendment revises occupant load numbers for places of religious worship. It returns the number to the original code reference of 300 occupant load for this type of occupancy while leaving other A type occupancies at 100 prior to requiring a fire alarm system.

**Fiscal Impact:**

None anticipated.

**Attachments:** Ordinance

**AN ORDINANCE**

**AMENDING** Chapter 38 of The Winfield City Code by the repeal of Section 38-32 of said Chapter and the adoption in lieu thereof of a new Chapter 38 Section 38-32.

**WHEREAS**, the Winfield Fire Department and Winfield Community Development Department of the City of Winfield recommended approval of proposed changes to the Fire Prevention Standards,

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

**Section 1.** Chapter 38 Section 38-32 of the Municipal Code of the City of Winfield shall read as follows:

Sec. 38-32. - Amendments/revisions.

The following parts or portions of the 2015 International Building Code are hereby amended and/or revised:

- (1) Section 101.1 insert: City of Winfield, Kansas.
- (2) Section 105.6.32.2, amended to read: No person shall kindle or maintain any bonfire, rubbish or grass fire or authorize any such fire to be kindled or maintained within the City, and open burning of rubbish, paper, tires, wire insulation, synthetics, leaves or chemicals is prohibited, EXCEPT that the Fire Chief or Fire Marshal for special or unusual occasions may grant permission to kindle or maintain a fire under such safety conditions he or she may prescribe in addition to those conditions provided by the 2015 International Fire Code.

Exception: Recreational Fires

- (3) Section 105.6.34, is amended to read: An operational permit is required to use open flames or candles in connection with all assembly areas. Exceptions may be made by the fire code official on his/her discretion.
- (4) Insert Section 105.6.49 Mobile food preparation vehicles. A permit is required for mobile food preparation vehicles equipped with appliances that produce smoke or grease-laden vapors.
- (5) Section 108 Board of Appeals: is amended to read: Whenever the fire chief disapproves any application or refuses to grant any permit applied for, or whenever it is claimed that the provisions of the 2015 International Fire Code do not apply or that the intent and meaning of such codes has been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the fire chief within five days from the date of the decision to the city manager, who shall, within 20 days, review such appeal and file his order and thereon, and unless the decision is revoked or modified, it shall remain in full force and

be obeyed by such applicant, owner or occupant. The filing of an appeal shall stat the decision of the fire chief pending the order of the city manager. Any applicant, owner or occupant failing to comply with the decision of the fire chief or, if an appeal is taken, with the decision of the city manager, within ten days after the service of the decision shall be subject to any applicable penalties.

- (6) Section 109.4 insert Misdemeanor. \$500.00 30 days.
- (7) Section 111.4 insert \$100, \$500.00.
- (8) Section 202 Definition of recreational fires amended to read: Includes cooking fires, and campfires using charcoal, aged firewood or compressed logs that occur in designated areas or on private property for cooking, pleasure, or ceremonial purposes. Fires used for debris disposal purposes are not considered recreational fires. The size of a recreational fire is limited to 3' in diameter and 2' in height and have all combustibile material removed down to mineral soil with a containment area of rock, metal, concrete or any other noncombustible material.
- (9) Section 307.4, amended to read: Location. This location for open burning shall be not less than 50 feet from any structure, and provisions shall be made to prevent the fire from spreading within 50 feet of any structure.

Exceptions:

- 1. Fires in approved containers, such as recreational fires that are not less than 15 feet from a structure.
  - 2. The minimum required distance from a structure shall be 15 feet where the pile size is 3 feet or less in diameter and 2 feet or less in height.
- (10) Section 307.4.2, amended to read: Recreational Fires shall not be conducted within 15 feet of a structure or combustibile material. Conditions that could cause a fire to spread within 15 feet of a structure shall be eliminated prior to ignition. Fires contained in mobile cooking devices such as charcoal grills, wood smokers and propane or natural gas devices are not considered recreational fires.
- 1. Recreational fires shall be contained in one of the following:
    - a. A commercially manufactured containment device specifically designed, intended, and advertised for the purpose of containing a small outdoor fire.
    - b. An approved containment device constructed of rock, metal, concrete, or any other noncombustible material. The containment area shall be constructed so that the fire contained within is no larger than 3 feet in diameter and 2 feet in height. For containment devices less than 18" in height, the firewood shall extend no higher than 6 inches above the top of the containment.
      - i. Containment devices shall be solid in nature or constructed of a tightly woven mesh type noncombustible material.
      - ii. Containment devices with decorative cutouts shall have no more than 25% of the original material removed.

2. Only aged logs or commercially produced compressed logs shall be burned. Burning of lumber, pallets, scrap wood, tree trimmings, leaves, yard waste, paper, cardboard, garbage, and other similar items is prohibited.
  - a. Aged log – Natural firewood that has been sized and aged for use in wood burning stoves or fireplaces.
  - b. Compressed logs – Commercial wood products that have been designed for use in wood burning stoves or fireplaces.
3. No recreational fire shall be permitted to emit offensive or objectionable smoke or odors or when other circumstances create hazardous conditions that could lead to injury or damage to persons or property. If the fire or smoke is deemed to objectionable or hazardous, fire department or law enforcement officials are authorized to order the extinguishment of the fire.
4. Recreational fires are not allowed if the wind speed exceeds 15 mph.
5. Commercially manufactured containment devices shall be used strictly in adherence with all manufacturer’s guidelines and specifications issued with respect to the make and model of said containment device.
6. Recreational fires shall be attended and supervised at all times by a person 18 years of age or older until the fire is out or extinguished.
7. A water source or other provisions for extinguishing the fire shall be immediately accessible at all times when a recreational fire is lit.
8. Hours of operation. A person shall not conduct a recreational fire between the hours of 12:00 A.M. and 6:00 a.m.
  - a. Exception: Recreational Fires at campgrounds at the Winfield Fairgrounds and Winfield City Lake.
9. Nothing in this section shall preempt the applicability of “burn ban” periods issued by appropriate state, county, or local authorities.

(11) Insert Section 319 Mobile Food Preparation Vehicles

319.1 General

Mobile food preparation vehicles that are equipped with appliances that produce smoke or grease-laden vapors shall comply with this section.

319.2 Permit required.

Permits shall be required as set forth in section 105.6.

319.3 Exhaust hood.

Cooking equipment that produces grease-laden vapors shall be provided with a kitchen exhaust hood in accordance with Section 609.

319.4 Fire protection.

Fire protection shall be provided in accordance with Sections 319.4.1 and 319.4.2.

#### 319.4.1 Fire protection for cooking equipment.

Cooking equipment shall be protected with automatic fire extinguishing systems in accordance with Section 904.12.

#### 319.4.2 Fire extinguisher.

Portable fire extinguishers shall be provided in accordance with Section 906.4.

#### 319.5 Appliance connection to fuel supply piping.

Gas cooking appliances shall be secured in place and connected to fuel-supply piping with an appliance connector complying with ANSI Z21.69/CSA 6.16. The connector installations shall be configured in accordance with the manufacturer's installation instructions. Movement of appliances shall be limited by restraining devices installed in accordance with the connector and appliance manufacturers' instructions.

#### 319.6 Cooking oil storage containers.

Cooking oil storage containers within mobile food preparation vehicles shall have a maximum aggregate volume not more than 120 gallons (454 L), and shall be stored in such a way as to not be toppled or damaged during transport.

#### 319.7 Cooking oil storage tanks.

Cooking oil storage tanks within mobile food preparation vehicles shall comply with sections 319.7.1 through 319.7.5.2.

##### 319.7.1 Metallic storage tanks.

Metallic cooking oil storage tanks shall be listed in accordance with UL 80 or UL 142, and shall be installed in accordance with the tank manufacturer's instructions.

##### 319.7.2 Nonmetallic storage tanks.

Nonmetallic cooking oil storage tanks shall be installed in accordance with the tank manufacturer's instructions and shall comply with both of the following.

1. Tanks shall be listed for use with cooking oil, including maximum temperature to which the tank will be exposed during use.
2. Tank capacity shall not exceed 200 gallons (757 L) per tank,

##### 319.7.3 Cooking oil storage system components.

Metallic and nonmetallic cooking oil storage system components shall include, but are not limited to, piping, connections, fittings, valves, tubing, hose, pumps, vents, and other related components used for the transfer of cooking oil.

##### 319.7.4 Design criteria

The design, fabrication, and assembly of system components shall be suitable for the working pressures, temperatures, and structural stresses to be encountered by the components.

##### 319.7.5 Tank venting.

Normal and emergency venting shall be provided for cooking oil storage tanks.



#### 319.7.5.1 Normal vents.

Normal vents shall be located above the maximum normal liquid line and shall have a minimum effective area not smaller than the largest filling or withdrawal connection. Normal vents are not required to vent to the exterior.

#### 319.7.5.2 Emergency vents.

Emergency relief vents shall be located above the maximum normal liquid line and shall be in the form of a device or devices that will relieve excessive internal pressure caused by an exposure fire. For nonmetallic tanks, the emergency relief vent shall be allowed to be in the form of construction. Emergency vents are not required to discharge to the exterior.

#### 319.8 LP-gas systems.

Where LP-gas systems provide fuel for cooking appliances, such systems shall comply with Chapter 61 and Sections 319.8.1 through 319.8.5.

##### 319.8.1 Maximum aggregate volume.

The maximum aggregate capacity of LP-gas containers transported on the vehicle and used to fuel cooking appliances only shall not exceed 200 pounds (91 kg) propane capacity.

Exception: Food preparation vehicles that are semi-permanently set in a specific location may be approved for a propane tank with up to a 150-gallon propane capacity. The site and installation must be approved by the city building and fire code officials.

##### 319.8.2 Protection of container.

LP-gas containers installed on the vehicle shall be securely mounted and restrained to prevent movement.

##### 319.8.3 LP-gas container construction.

LP-gas containers shall be manufactured in compliance with the requirements of NFPA 58.

##### 319.8.4 Protection of system piping.

LP-gas system piping, including valves and fittings, shall be adequately protected to prevent tampering, impact damage, and damage from vibration.

#### 319.9 CNG systems.

Where CNG systems provide fuel for cooking appliances, such systems shall comply with Sections 319.9.1 through 319.9.4.

##### 319.9.1 CNG containers supplying only cooking fuel.

CNG containers installed solely to provide fuel for cooking purposes shall be in accordance with Sections 319.9.1.1 through 319.9.1.3

###### 319.9.1.1 Maximum aggregate volume.

The maximum aggregate capacity of CNG containers transported on the vehicle shall not exceed 1,300 pounds (580 kg) water capacity.

319.9.1.2 Protection of container.

CNG containers shall be securely mounted and restrained to prevent movement. Containers shall not be installed in locations subject to a direct vehicle impact.

319.9.1.3 CNG container construction.

CNG containers shall be an NGV-2 cylinder.

319.9.2 CNG containers supplying transportation and cooking fuel.

Where CNG containers and systems are used to supply fuel for cooking purposes in addition to being used for transportation fuel, the installation shall be in accordance with NFPA 52.

319.9.3 Protection of system piping.

CNG system piping, including valves and fittings, shall be adequately protected to prevent tampering, impact damage and damage from vibration.

319.9.4 Methane alarms.

A listed methane gas alarm shall be installed within the vehicle in accordance with manufacturer's instructions.

319.10 Maintenance.

Maintenance of systems on mobile food preparation vehicles shall be in accordance with Sections 319.10.1 through 319.10.3

319.10.1 Exhaust system.

The exhaust system, including hood, grease-removal devices, fans, ducts, and other appurtenances, shall be inspected, and cleaned in accordance with Section 609.3.

319.10.2 Fire protection systems and devices.

Fire protection systems and devices shall be maintained in accordance with Section 901.6.

319.10.3 Fuel gas systems.

LP-gas containers installed on the vehicle and fuel-gas piping systems shall be inspected annually by an approved inspection agency or a company that is registered with the U.S. Department of Transportation to requalify LP-gas cylinders, to ensure that system components are free from damage, suitable for the intended service and not subject to leaking. CNG containers shall be inspected every 3 years in a qualified service facility. CNG containers shall not be used past their expiration date as listed on the manufacturer's container label. Upon satisfactory inspection, the approved inspection agency shall affix a tag on the fuel gas system or within the vehicle indicating the name of the inspection agency and the date of satisfactory inspection.

(12) Section 603.8 insert: The use of incinerators is prohibited within the City Limits.

(13) Section 903.2.1.2 Group A-2, Condition 2 is amended to read: The fire area has an occupant load of 200 or more.

(14) Section 907.2.1 is amended to read: A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies having an occupant load of 100 or more. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exceptions:

(1) Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 and the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

(2) A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in places of religious worship (Group A-3) occupancies having an occupant load of 300 or more.

(15) Section 5608: Supplement to read: The provisions of Section 5608 are in addition to Article III Fireworks of the Municipal Code which remains in effect.

(16) Chapter 61, Liquefied Petroleum Gases is hereby SUPPLEMENTED with the following: There shall be no LPG fuel tanks installed within the City where there is natural gas available, except as authorized by Section 38-36 of the Municipal Code.

**Section 2.** This ordinance shall be in full force and effect on February 1, 2021 and after its publication in the official city newspaper.

**ADOPTED** this 19th day of January 2021.

**CITY OF WINFIELD, KANSAS**

By \_\_\_\_\_  
Gregory N. Thompson, Mayor

**ATTEST:**

\_\_\_\_\_  
Brenda Peters, City Clerk

Approved for agenda action: \_\_\_\_\_  
Taggart Wall, City Manager

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



## Request for Commission Action

**Date:** January 12, 2021

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

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**Action Requested:** Consider entering into an agreement with Agora Architecture for design services of Phase 4 (Historic Fire Station Renovation).

### **Analysis:**

This resolution considers awarding a contract for renovation and alteration of the existing historic fire station. This phase, in the study referred to as Phase 4, would be the alteration of the station to convert downstairs bays to offices and kitchen/dining areas, converting the entire upstairs to sleeping rooms, and renovating and preserving the existing building envelope.

The reason for the timing of this agreement is to allow for the potential utilization of spaces that will be vacated at the end of the construction of Phase 2 (Fire Dept. Bay Addition.) As a result of the final configuration of the new fire department bays, the existing bay spaces in the fire station will no longer be able to function as bays for vehicle access. Having the design for this phase allows this work to be planned and either accomplished immediately following Phase 2 or portions done along with Phase 3 work.

**Fiscal Impact:** The agreement is based upon the cost of construction. The anticipated construction cost for this phase is \$1.6 million. The agreement provides for design services of 8.2% of construction costs if design build contract type is utilized.

**Attachments:** Resolution

**A RESOLUTION**

**AUTHORIZING** the City Manager and the City Clerk of the City of Winfield, Kansas to execute an agreement for architectural services with Agora Architecture. for the purpose of providing professional design services for Phase 4 of the Public Safety Facility for the City of Winfield.

\_\_\_\_\_

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

**Section 1.** The City Manager and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute an agreement, attached hereto and made a part hereof as if fully set forth herein, between the City of Winfield, Kansas and Agora Architecture for the purpose of providing professional design services for Phase 4 of the Public Safety Facility for the City of Winfield.

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

**ADOPTED** this 19th day of January 2021

(SEAL)

\_\_\_\_\_  
Gregory N. Thompson, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Peters, City Clerk

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

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



January 14, 2021

Mr. Jerred Schmidt  
City of Winfield  
200 E 9th Ave  
Winfield, KS 67156-2818

Dear Jerred,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

***"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."***

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri	e-mail: <a href="mailto:service@esri.com">service@esri.com</a>
Attn: Customer Service SG-EA	fax documents to: 909-307-3083
380 New York Street	
Redlands, CA 92373-8100	

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Marcus Kitchens



# Quotation # Q-430382

Date: January 14, 2021

Customer # 122477 Contract # ENTERPRISE AGREEMENT

City of Winfield  
Management of Information Systems  
200 E 9th Ave  
Winfield, KS 67156-2818

ATTENTION: Jerred Schmidt  
PHONE: (620) 221-5526  
EMAIL: jschmidt@winfieldks.org

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853 Fax: (909) 307-3049  
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.*  
*Quote is valid from: 1/14/2021 To: 4/14/2021*

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 2	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 3	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168198	1		\$500.00	\$500.00
ArcPad Populations of 0 to 25,000 Small Government Term Enterprise Agreement - Year 1				
173829	1		\$1,451.00	\$1,451.00
ArcGIS Drone2Map for ArcGIS Enterprise Term License				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Marcus Kitchens	<b>Email:</b> mkitchens@esri.com	<b>Phone:</b> 636-949-6620, ext. 5581 x5581
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		

KITCHENSM

**This offer is limited to the terms and conditions incorporated and attached herein.**





# Quotation # Q-430382

Date: January 14, 2021

Customer # 122477 Contract # ENTERPRISE AGREEMENT

City of Winfield  
Management of Information Systems  
200 E 9th Ave  
Winfield, KS 67156-2818

ATTENTION: Jerred Schmidt  
PHONE: (620) 221-5526  
EMAIL: jschmidt@winfieldks.org

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853 Fax: (909) 307-3049  
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.  
Quote is valid from: 1/14/2021 To: 4/14/2021*

Subtotal:	\$84,451.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
<b>Total:</b>	<b>\$84,451.00</b>

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Marcus Kitchens	<b>Email:</b> mkitchens@esri.com	<b>Phone:</b> 636-949-6620, ext. 5581 x5581
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		

KITCHENSM

**This offer is limited to the terms and conditions incorporated and attached herein.**



# Quotation # Q-430382

Date: January 14, 2021

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853 Fax: (909) 307-3049  
DUNS Number: 06-313-4175 CAGE Code: OAMS3

Customer # 122477 Contract # ENTERPRISE AGREEMENT

City of Winfield  
Management of Information Systems  
200 E 9th Ave  
Winfield, KS 67156-2818

*To expedite your order, please attach a copy of this quotation to your purchase order.  
Quote is valid from: 1/14/2021 To: 4/14/2021*

ATTENTION: Jerred Schmidt  
PHONE: (620) 221-5526  
EMAIL: jschmidt@winfieldks.org

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$\_\_\_\_\_, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Marcus Kitchens	<b>Email:</b> mkitchens@esri.com	<b>Phone:</b> 636-949-6620, ext. 5581 x5581
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

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**Esri Use Only:**

Cust. Name \_\_\_\_\_  
Cust. # \_\_\_\_\_  
PO # \_\_\_\_\_  
Esri Agreement # \_\_\_\_\_



**SMALL ENTERPRISE AGREEMENT  
COUNTY AND MUNICIPALITY GOVERNMENT  
(E214-1)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
List of Products**

**Uncapped Quantities**

**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced  
ArcGIS Desktop Standard  
ArcGIS Desktop Basic  
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

**Enterprise Software and Extensions**

ArcGIS Enterprise and Workgroup (Advanced and Standard)  
ArcGIS Monitor  
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

**Enterprise Additional Capability Servers**

ArcGIS Image Server

**Developer Tools**

ArcGIS Engine  
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics  
ArcGIS Runtime (Standard)  
ArcGIS Runtime Analysis Extension

**Limited Quantities**

One (1) Professional subscription to ArcGIS Developer  
Two (2) ArcGIS CityEngine Single Use Licenses  
50 ArcGIS Online Viewers  
50 ArcGIS Online Creators  
10,000 ArcGIS Online Service Credits  
50 ArcGIS Enterprise Creators  
2 ArcGIS Insights in ArcGIS Enterprise  
2 ArcGIS Insights in ArcGIS Online  
5 ArcGIS Tracker for ArcGIS Enterprise  
5 ArcGIS Tracker for ArcGIS Online  
2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)  
2 ArcGIS Utility Network User Type Extensions (Enterprise)

**OTHER BENEFITS**

Number of Esri User Conference registrations provided annually	<b>2</b>
Number of Tier 1 Help Desk individuals authorized to call Esri	<b>2</b>
Maximum number of sets of backup media, if requested*	<b>2</b>
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

\*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### CUSTOMER CONTACT INFORMATION

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): \_\_\_\_\_

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to



supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.