

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, March 01, 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 MEETINGTuesday, February 16, 2021

MINUTES OF SPECIAL CALLED MEETINGThursday, February 25, 2021

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 2120 – A Resolution – Authorizing the execution of the Authority to Award Contract and Commitment of City Funds for Project No. 160-18 KA-5421-01.

Bill No. 2121 – A Resolution – Authorizing the execution of an agreement for construction engineering services for improvements on US160 (9th Ave.) between College Street and Wheat Road, Project No. 160-18 KA-5421-01 between the City of Winfield, Kansas and MKEC Engineering, Inc.

Bill No. 2122 – A Resolution – Authorizing and directing the City Manager of the City of Winfield, Kansas to execute a Cash Farm Lease Agreement between the City of Winfield and Josh Tatum, regarding a lease at the Gottlob Business Park.

OTHER BUSINESS

-Consider quotes to provide service for a technical support program for substation equipment

ADJOURNMENT

-Next Commission Work Session 4:00 p.m. Thursday March 11, 2021

-Next regular meeting 5:30 p.m. Monday, March 15, 2021

CITY COMMISSION MEETING MINUTES

February 16, 2021

The Board of City Commissioners met in regular session, Tuesday, February 16, 2021 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Gregory N. Thompson presiding. Commissioner Ronald E. Hutto and Commissioner Phillip R. Jarvis were also present. Also in attendance were Taggart Wall, City Manager; Brenda Peters, City Clerk and William E. Muret, City Attorney. Other staff members present were Gus Collins, Director of Utilities; Patrick Steward, Director of Public Improvements; and Josh Wallace, Environmental Inspector.

Mayor Gregory N. Thompson noted all Commissioners were present.

Commissioner Hutto moved that the minutes of the February 1, 2021 meeting be approved. Commissioner Jarvis seconded the motion. With all Commissioners voting aye, motion carried.

BUSINESS FROM THE FLOOR

NEW BUSINESS

City Manager Wall asks that Bill No. 2114 be stricken as the property owners have come into compliance with the City's requirements. Commissioner Jarvis moved to strike Bill No. 2114 from the Agenda, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 2114 was stricken from the Agenda.

Bill No. 2108 – An Ordinance – Adopting Section 34-78 (q) (5) of the Municipal Code of the City of Winfield regarding Commercial Cardboard Recycling Fees. Director of Public Improvements Steward explains this would establish fees for pickup of Commercial Cardboard Recycling. Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, all Commissioners voting aye, Bill No. 2108 was adopted and numbered Ordinance No. 4151.

Bill No. 2109 – A Resolution – Determining the existence of certain nuisances at 607 Loomis St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Director of Public Improvements Steward explains that the owner has been notified of the nuisance by certified mail and has failed to address the nuisance. Steward asks the Commission to declare a nuisance so the City can take action on this property. Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 2109 was adopted and numbered Resolution No. 0721.

Bill No. 2110 – A Resolution – Determining the existence of certain nuisances at 917 E 11th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Director of Public Improvements Steward explains that the owner has been notified of the nuisance by certified mail and has failed to address the nuisance. Steward asks the Commission to declare a nuisance so the City can take action on this property. Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, all Commissioners voting aye, Bill No. 2108 was adopted and numbered Resolution No. 0821.

Bill No. 2111 – A Resolution – Determining the existence of certain nuisances at 1816 Bliss St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Director of Public Improvements Steward explains that the owner has been notified of the nuisance by certified mail and has failed to address the nuisance. Steward asks the Commission to declare a nuisance so the City can take action on this property. Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 2109 was adopted and numbered Resolution No. 0921.

Bill No. 2112 – A Resolution – Determining the existence of certain nuisances at 702 E 6th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Director of Public Improvements Steward explains that the owner has been notified of the nuisance by certified mail and has failed to address the nuisance. Steward asks the Commission to declare a nuisance so the City can take action on this property. Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, all Commissioners voting aye, Bill No. 2108 was adopted and numbered Resolution No. 1021.

Bill No. 2113 – A Resolution – Determining the existence of certain nuisances at 706 E 6th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Director of Public Improvements Steward explains that the owner has been notified of the nuisance by certified mail and has failed to address the nuisance. Steward asks the Commission to declare a nuisance so the City can take action on this property. Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 2109 was adopted and numbered Resolution No. 1121.

~~**Bill No. 2114 – A Resolution** – Determining the existence of certain nuisances at 818 E 3rd Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.~~
-STRICKEN-

Bill No. 2115 – A Resolution – Determining the existence of certain nuisances at 524 E 4th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Director of Public Improvements Steward explains that the owner has been notified of the nuisance by certified mail and has failed to address the nuisance. Steward asks the Commission to declare a nuisance so the City can take action on this property. Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, all Commissioners voting aye, Bill No. 2115 was adopted and numbered Resolution No. 1321.

Bill No. 2116 – A Resolution – Authorizing and directing the City Manager and Clerk of the City of Winfield, Kansas, to execute a purchase agreement between the City of Winfield and Ameri-Can Engineering, Argos, Indiana, regarding the purchase of a portable restroom trailer. Director of Public Improvements Steward explains this Resolution would allow for the purchase of a portable restroom trailer at a total price, including shipping, of \$53,386.74. Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 2116 was adopted and numbered Resolution No. 1421.

Bill No. 2117 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a contract for the purchase of natural gas between the City of Winfield

and Enable Gas Transmission Company, Oklahoma City, Oklahoma, regarding the operation of generation facilities. Director of Utilities Collins explains this Resolution would approve the renewal of the EGT/City of Winfield Power Plant Gas Transmission contract. Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, all Commissioners voting aye, Bill No. 2117 was adopted and numbered Resolution No. 1521.

Bill No. 2118 – A Resolution – Amending the Comprehensive Fee Schedule for services provided by the City of Winfield, Kansas, related to the Aquatic Center and Island Park. City Manager Wall explains this Resolution amends the Comprehensive Fee Schedule related to the Aquatic Center and instituting fees at Island Park for use of the performance stage, and for usage of the entire park. Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 2118 was adopted and numbered Resolution No. 1621.

OTHER BUSINESS

-Consider purchase of bucket truck for Electric. Director of Utilities Collins asks that the Commissioners consider the purchase of a bucket truck from Altec, Inc. Commissioner Hutto moved to approve the purchase of the bucket truck at an amount to be agreed upon by the City Manager. Motion was seconded by Commissioner Jarvis. With all Commissioners voting aye, motion carried.

-Executive Session. Commissioner Jarvis moved the City Commission recess into Executive Session for consultation with the City attorney and the City Manager which would be deemed privileged in the attorney-client relationship pursuant to the consultation with the City attorney matter exception, K.S.A. 75-4319 (b)(2). Also to include Director of Utilities Collins and City Clerk Peters. The open meeting will reconvene in the Community Council Room at 6:05 pm. Motion was seconded by Commissioner Hutto. With all Commissioners voting aye, motion carried.

-City Manager Wall and Director of Utilities Collins gave an update on the current state of the Natural Gas/Electric crisis.

ADJOURNMENT

Upon motion by Mayor Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, the meeting adjourned at 6:09 p.m.

Signed and sealed this 26th day of February 2021.

Signed and approved this 1st day of March 2021.

Brenda Peters, City Clerk

Gregory N. Thompson, Mayor

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
February 25, 2021

The Board of City Commissioners met in special session, Thursday, February 25, 2021 at 4:00 p.m. in the City Commission-Community Council Meeting Room, City Hall; Presiding Officer Ronald E. Hutto presiding. Commissioners Phillip R. Jarvis was also present. Mayor Gregory N. Thompson was noted as absent. Also in attendance were Taggart Wall, City Manager; Brenda Peters, City Clerk and William E. Muret, City Attorney. Other staff members present were Patrick Steward, Director of Public Improvements and Gus Collins, Director of Utilities.

City Clerk Peters called Roll.

Mayor Thompson is now present by Go-to-Meeting

NEW BUSINESS

Bill No. 2119 – A Resolution – Of the City of Winfield, Kansas declaring a Local State of Financial Emergency. City Manager Wall explains that the Kansas League of Municipalities has recommended that cities with a part in the natural gas price emergency issue the declaration. Wall further explains that this resolution may help provide continued attention to the issue and if any future financial tools become available, this document may be required in part to demonstrate need. Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 2119 was adopted and numbered Resolution No. 1721.

ADJOURNMENT

Commissioner Jarvis made a motion to adjourn. The motion was seconded by Commissioner Hutto. With all Commissioners voting aye, motion carried. Meeting adjourned at 4:20 p.m.

Signed and sealed this 26th day of February 2021. Signed and approved this 1st day of March 2021.

Brenda Peters, City Clerk

Ronald E. Hutto, Presiding Officer



Request for Commission Action

Date: February 23, 2021

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

Action Requested: Consider agreements and dedication of funds for the award of the project construction and construction engineering.

Analysis:

KDOT took bids for the construction on February 19, 2021. Two bids were received with the apparent low bid submitted by Cornejo & Sons, Inc. in the amount of \$1,649,177.00. This commits the City to \$650,000 in construction costs in addition to the preliminary engineering costs (\$118,000) already incurred and the construction engineering costs for consideration (not to exceed \$62,000.)

The original estimated project cost was \$2,199,000 vs the total current anticipated project cost of \$183,000. By performing the majority of the inspection services with qualified City staff, it reduces the costs of those services from an estimated \$230,000 to the proposed not to exceed agreement with MKEC in the amount of \$62,000. Most of which is materials testing.

Fiscal Impact: The state has committed to participation in the project of 75% up to a maximum of \$1,000,000. The City issued bonds in the amount of \$500,000 toward the construction of the project. The remaining funds would be committed from the Special Streets and Highway funds generated by sales tax.

Attachments: Resolutions & Agreements.

A RESOLUTION

AUTHORIZING the execution of the Authority to Award Contract and Commitment of City Funds for Project No. 160-18 KA-5421-01.

WHEREAS, the Kansas Department of Transportation received bids at Topeka, KS on 2/19/21 to construct the work shown on the plans; and,

WHEREAS, the low bidder for the work was Cornejo & Sons, LLC, Wichita, Kansas; and,

WHEREAS, the bids are considered satisfactory and have been recommended by the Secretary of Transportation of the State of Kansas for consideration and acceptance of the work on this project; and,

WHEREAS, the bid less non participating construction cost and state participation equals \$650,000 in City Funds.

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

Section 1. The Mayor, Commission and Clerk of the City of Winfield, Cowley County, Kansas, are hereby authorized and directed to execute DOT Form 1309, Authority to Award Contract and Commitment of City Funds for project 160-18 KA-5421-01, a copy of which is attached hereto and made a part hereof.

Section 2. The City funds in the amount of \$650,000 which are required for the matching of State funds are hereby pledged by the City to be remitted to the Chief of Fiscal Services of the Kansas Department of Transportation on or before 4/10/2021 for use by the Secretary in making payments for construction work and engineering on the above designated project with the final cost being determined on completion and audit of the project.

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

ADOPTED this 1st day of March 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

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745



Phone: 785-296-3861
Fax: 785-296-6946
kdot#publicinfo@ks.gov
http://www.ksdot.org

Julie L. Lorenz, Secretary
Michael J. Stringer, P.E., Chief

Laura Kelly, Governor

February 22, 2021

Project Number: 018 KA-5421-01
ACSTP-A542(101)

City of Winfield
Mr. Patrick Steward
Director of Public Works
P.O. Box 646
Winfield, KS 67156-

Dear Mr. Steward:

We are listing below the bidder and the low bid received at Topeka, KS on 2/19/2021 for the above numbered project.

CONTRACTOR	TYPE OF WORK	AMOUNT
CORNEJO & SONS LLC	Winfield CCLIP-PR: US-160 from College St to Wheat Rd	\$1,649,352
WICHITA, KS		

This is considered satisfactory when compared with the engineer's estimate, and we believe that contracts should be awarded to the low bidder. If this bid is acceptable to the City, please sign the enclosed resolution and return it to this office. In order to guarantee the low bid, we must receive the expected resolution on or before 3/14/2021. Upon receipt of the signed resolution and approval by the Secretary of Transportation the contract will be awarded.

A combination of bid items and construction engineering less a maximum of \$1,000,000 State funds will require City matching funds in the amount of \$650,000. The City remittance should be made on or before 4/10/2021.

Sincerely,

Lisa M. Roth

Digitally signed by Lisa M. Roth
DN: CN=Lisa M. Roth,
OU=Bureau of Local Projects,
O=Kansas Department of
Transportation, L=Topeka,
S=Kansas, C=US
Date: 2021.02.22
15:45:32-06'00'

for Michael J. Stringer, P.E., Chief
Bureau of Local Projects

mjs/tls/lmr

Enclosures

c Mayor/City Manager

Ms. Rhonda Seitz, Chief of Fiscal Services

Mr. Brent Terstriep, P.E., District Five Engineer

**AUTHORITY TO AWARD CONTRACT
COMMITMENT OF CITY FUNDS**
2/22/2021

2 Copies to City
Project Number: 018 KA-5421-01
ACSTP-A542(101)

WHEREAS bids were received at Topeka, KS on 2/19/2021 for the performance of work covered by plans on the above numbered project, and

WHEREAS the bidder and the low bid or bids on work covered by this project were:

CONTRACTOR	TYPE OF WORK	AMOUNT
CORNEJO & SONS LLC	Winfield CCLIP-PR: US-160 from College St to Wheat Rd	\$1,649,352
WICHITA, KS		

WHEREAS bids are considered satisfactory and have been recommended by the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY, for consideration and acceptance of the work on this project as covered by such bid or bids.

**A combination of bid items and construction engineering less a maximum of \$1,000,000
State funds will require City matching funds in the amount of \$650,000.**

BE IT FURTHER RESOLVED that City funds in the amount of \$650,000 which are required for the matching of Maximum State funds are hereby pledged by the City to be remitted to the Chief of Fiscal Services of the Department of Transportation of the State of Kansas on or before 4/10/2021 for use by the SECRETARY in making payments for construction work and engineering on the above designated project with final cost being determined upon completion and audit of the project.

The City certifies that no known or foreseeable legal impediments exist that would prohibit completion of the project and that the project complies with all applicable codes, standards and/or regulations required for completion.

Adopted this _____ day of _____, 20_____, at _____, Kansas.

Recommended for Approval:

City Engineer/Road Supervisor

_____, Mayor

Attest:

(Seal)

_____, Member

_____, Member

City Clerk

INVOICE

Keep for your Records

Due on or before 4/10/2021

PRELIMINARY STATEMENT OF COSTS

018 KA-5421-01

ACSTP-A542(101)

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

Please Remit Payment to:
Kansas Department of Transportation
Bureau of Fiscal Services
700 SW Harrison Street, 7th Floor
Topeka, KS 66603

Construction and CE Breakdown	
Actual Bid	\$1,649,177
Water (for grading)	\$175
Sub-Total Actual Bid Amount	\$1,649,352
LPA CE Contract	\$0
Sub-Total Construction and CE	\$1,649,352
State-aid Non-Participating Const. Costs	\$0
State-aid Non-Participating CE	\$0
Participating PE Costs	\$0
Participating Railroad Costs	\$0
Participating ROW Costs	\$0
Participating Utility Costs	\$0
State Participating Project Costs	\$1,649,352
Total Project Costs	\$1,649,352

CE Breakdown	
Total LPA CE	\$0
State Non-Participating CE	\$0
State Participating CE	\$0

State/City Funding Summary	
Total Project Costs	\$1,649,352
100% City Funds Due to Non-Participating	\$0
State Participating Project Costs	\$1,649,352
Fund 1- Available Funding	\$1,333,333
75% State Funds	\$1,000,000
25% City Funds	\$333,333
100% City Funds Due to Max Funding	\$316,019

Fund 1- Maximum State Funds 75/25	\$1,000,000
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Key	
KDOT	Kansas Department of Transportation
LPA	Local Public Authority
CE	Construction Engineering (Inspection)
Const.	Construction

Totals				
	City Funds	Federal Funds	State Funds	Total Funds
State Non-Participating Construction	\$0			\$0
State Non-Participating CE	\$0			\$0
Fund 1- 75% State Funds			\$1,000,000	\$1,000,000
Fund 1- 25% City Funds	\$333,333			\$333,333
City Funds Due to Max Funding	\$316,019			\$316,019
Total	\$649,352	\$0	\$1,000,000	\$1,649,352

Amount to Bill City (Rounded Up)	\$650,000
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HOME

TRAVELER INFORMATION

DOING BUSINESS

INSIDE KDOT

PROJECTS/PUBLICATIONS

PUBLIC INFORMATION

BUREAU OF CONSTRUCTION & MATERIALS

As Read By Project (Bidders List by Individual Project)

Date: 02/19/2021

Contract Number: 521022525

Project Number: U160-018 KA 5421-01

Federal Number: ACSTP-A542(101)

Description: GRADING AND SURFACING

County: COWLEY

State Ties: --

Total Records: 2

[Helpful Definitions](#)

Contractor Name	Bid Amount
CORNEJO & SONS LLC	\$1,649,177.00
PEARSON CONSTRUCTION LLC	\$1,768,031.00

TRAVELER INFORMATION

TRAFFIC & TRAVELER INFO
KANDRIVE
SAFETY INFORMATION
STATE MAPS
TOURIST INFORMATION
KANSAS BYWAYS
ROAD WEATHER STATIONS
KANSAS CITY METRO
TOPEKA/LAWRENCE METRO
WICHITA METRO

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HIGHWAY CONTRACTORS
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COMPLIANCE
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Eisenhower Building - 700 SW Harrison, 2nd Floor West, Topeka, KS, 66603-3745, or (785) 296-3585 (Voice)/Hearing Impaired - 711.

A RESOLUTION

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

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

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

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

ADOPTED this 1st day of March 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 19, 2021

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

REFERENCE

Construction Engineering Assistance – 9th Street Reconstruction, Winfield, KS

Mr. Steward,

We appreciate your interest in MKEC Engineering, Inc.'s professional services and welcome the opportunity to work with you to enhance the City's construction observation and administration for the construction of the 9th Street CCLIP improvements. We understand the City of Winfield will be providing one employee to perform full-time construction observation and administration during construction and the MKEC team will enhance the construction engineering efforts as needed and provide construction materials testing as directed by the City and the Kansas Department of Transportation.

The Scope of Services in Attachment A provides a description of the tasks included in this contract proposal to complete the construction engineering assistance desired by the City. MKEC proposes an **hourly fee with a not-to-exceed maximum of \$62,000** for the base contract items outlined in Attachment A.

BILLING

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

ATTACHMENTS TO THIS PROPOSAL

Please find the following documents:

- **Attachment "A"** – Scope of Services
- **Attachment "B"** – Reimbursable Expenses
- **Attachment "C"** – MKEC 2021 Hourly Rate Schedule
- **Attachment "D"** – GSI 2021 Hourly Rate Schedule
- **Attachment "E"** – Special Attachment No. 7
- **Attachment "F"** – Special Attachment No. 8
- **Attachment "G"** – MKEC General Terms and Conditions for professional services

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

MKEC ENGINEERING, INC.



Jay Anglemyer, PE
Principal, Project Manager

NOTICE TO PROCEED

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

By:

Signature

For:

Organization

Date:

ATTACHMENT 'A': SCOPE OF SERVICES

MKEC will provide construction engineering services to assist the City of Winfield as described in the contract proposal as outlined below. These services will be provided by a combination of assets provided by MKEC and by Geotechnical Services, Inc. (GSI). MKEC will contract directly with GSI for services provided by GSI.

TASK 01 – Perform Construction Engineering Services:

1. Assist KDOT with letting and provide necessary information to KDOT during the letting process.
2. Attend pre-construction conference and provide information to attendees as needed.
3. Respond to contractor RFIs during construction with respect to plan information and interpret plans for contractor, City and KDOT as needed.
4. Review and process contractor shop drawings and submittals.
5. Supplement the City's construction observation efforts on an as-needed basis. MKEC will provide construction observation services to enhance the City's efforts as determined necessary by the City of Winfield. The City will be responsible for informing MKEC of the inspection needs in a timely manner. Personnel provided for observation will be properly KDOT certified to perform the appointed observation task.
6. Prepare observation reports, diaries, logs, etc. and submit to the City. The report content provided will contain the appropriate information needed to enable the City to report to KDOT.
7. Be present during contractor quality control materials testing and review contractor quality control certified test results for compliance with the project specifications.
8. Assist the City with rejecting contractor work or materials which do not meet plans or specifications.
9. Assist the City with plan and material quantity measurements.
10. Assist the City with review of contractor pay estimates and completed plan quantities.
11. Assist the City with completing tasks outlined in Attachment No. 7 Proposal for Construction Engineering Services as requested by the City.

TASK 02 – Perform Construction Testing Services:

1. Develop a materials testing acceptance plan for the project in accordance with Appendix A, Part V of the KDOT Construction Manual. Plan to include recommended materials testing to be conducted during construction and the frequency of testing. Testing will comply with KDOT policies and procedures.
2. Perform materials testing in accordance with the project testing plan. Materials testing performed under this agreement does not relieve the contractor from contractor testing responsibilities as outlined in the contractor's construction agreement with KDOT and the specifications. At a minimum, materials testing will include the follows:
 - a. Portland cement concrete pavement testing
 - b. Subgrade compaction
 - c. Underdrain material testing
 - d. Cement treated subgrade testing
 - e. Aggregate base testing
3. Prepare testing reports and submit to the City for review. Tests that do not comply to specifications will be immediately verbally reported to the City to help determine if immediate action is necessary. MKEC will assist the City in determining immediate action needs.

EXCLUSIONS

The following tasks are not included in the scope of services for this project:

- Project survey or construction staking services
- Design services
- Providing full-time CE services on the project. The MKEC/GSI team will act in a supplementary role and assist the City of Winfield with CE services as directed up to the proposed maximum fee amount.
- Direct the means and methods utilized by the contractor in performing the work of the contract or act as foreman to the contractor.

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

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

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

ATTACHMENT 'C': MKEC HOURLY RATE SCHEDULE (2021)

**MKEC Engineering, Inc.
Classification Billing Rate per Hour**

Principal/Project Manager	171.00
Senior Engineer	159.00
Engineer Level I/Landscape Architect I	126.00
Engineer Level II/Senior Technician/Landscape Architect II	115.00
Clerical	62.00
Survey Team/2 Man	174.00
Survey/GPS	174.00
Survey/Leica	377.00
PLS	115.00
Inspector	115.00
Technician I	101.00
Technician II	78.00

EXPENSES:

Xerox Copies	Current Market Rate
Plot Prints	1.10 per S.F.
Color / Mylar Plot Prints	2.50 per S.F.
Mileage	IRS Allowed Rate
Project Expenses	Cost + 10%
Sub consultants	Cost + 10%

ATTACHMENT 'D': GSI HOURLY RATE SCHEDULE (2021)



Unit Fee Schedule for: KDOT No. 018 KA-5421-01

Client: MKEC

Fees are based on service from GSI's Wichita office.

Service	Fee	Unit
Field Testing		
Materials Technician – Soil, Concrete, Bituminous (non QC)	\$ 50.00	Hour
Inspector - Soil, Concrete, Bituminous	\$ 65.00	Hour
Concrete Coring	\$ 75.00	Core
Round Trip Charge	\$ 45.00	Trip
Soil/Aggregate Laboratory Testing		
KT-12 Standard Compaction Test	\$ 165.00	Test
KT-24 Moisture in Aggregate	\$ 10.00	Test
KT-02 Sieve Analysis	\$ 110.00	Test
Concrete/Masonry Laboratory Testing		
KT-49 Testing Drilled Cores	\$ 15.00	Each
KT-23 Flexural Strength	\$ 20.00	Each
KT-76 Compressive Strength of Molded Specimen	\$ 20.00	Each
Project Set-Up	\$ 50.00	LS
Report Preparation/Review	12% of F & L	
Project Management	\$ 85.00	Hour
Professional Engineering Services	\$ 125.00	Hour

Our standard work hours are 7:30 a.m. to 5:30 p.m., Monday through Friday. An overtime multiplier of 1.5 will be applied to personnel fees for time in excess of 9 hours per day, 40 hours per week, and to personnel and laboratory testing fees for services requested to be performed outside our standard work hours and on holidays.

There is a two-hour minimum charge for a materials technician. Technician time is calculated portal-to-portal.

GSI appreciates 24 hours' notice when scheduling testing and inspections services. There will be a \$50.00 fee charged for scheduling requests received less than 24 hours in advance.

ATTACHMENT 'E': SPECIAL ATTACHMENT NO. 7

Project No. _____
City of _____
_____ County

PROPOSAL FOR CONSTRUCTION ENGINEERING SERVICES
(Cost Plus Net Fee)

The consulting engineering firm of _____ with offices located at _____, hereinafter referred to as the CONSULTANT has reviewed the information transmitted by _____ City/County, hereinafter referred to as the LPA. Based on this information, the CONSULTANT submits the following proposal:

1. The LPA has requested a proposal for construction engineering services from the CONSULTANT for the on-site inspection and testing, contract administration, and may include surveying on the above noted project.
2. The LPA desires the services provided by the CONSULTANT to be in accordance with regulations prescribed by the Federal Highway Administration (FHWA) and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY.
3. The LPA has stated that it _____ does X does not desire federal participation in the cost of the construction engineering services for this project.
4. The services performed by the CONSULTANT will be as per terms of an Agreement prepared by the SECRETARY and generally be described as follows:

A. The CONSULTANT agrees to:

- (1) Attend all conferences designated by the KDOT, or required under the terms of the Agreement.
- (2) Designate a Project Engineer/Project Manager who shall serve as the CONSULTANT'S Field Supervisor. The Project Engineer/Project Manager will meet KDOT's certification policy and report and transmit project activity documents to KDOT's Construction Office. The Project Engineer/Project Manager and other KDOT Certified Inspector(s) will inspect all work done and material furnished. Such inspection may extend to all or any part of the work and to the preparation of the materials to be used. The Project Engineer/Project Manager will not be authorized to alter or waive the provisions of the Specifications or the Construction Contract Proposal. The Project Engineer/Project Manager will not be authorized to issue instructions contrary to the Plans and Specifications, or to act as foreman for the Contractor, however, the Project Engineer/Project Manager shall have the authority to reject work or materials until any questions at issue can be referred to and be decided by the KDOT Field Engineer.

- (3) Assign a sufficient number of KDOT Certified Inspector(s) to the Project to perform the services required under the Agreement, in a timely manner to avoid delay to the Contractor.
- (4) Become familiar with the standard practices of the KDOT, the Contract Documents (Specifications, Contract Proposal, Special Provisions and Plans), and the Contractor's proposed schedule of operations prior to beginning field services to be performed under the Agreement.
- (5) Perform the CONSULTANT'S field operations in accordance with accepted safety practices.
- (6) Furnish all equipment required to accomplish the CONSULTANT'S services, and to check or test it prior to use on the Project.
- (7) Provide for CONSULTANT personnel such transportation, supplies, materials and incidentals as are needed to accomplish the services required under the Agreement.
- (8) Undertake the following:

Transmit orders from KDOT to the Contractor and provide guidance in the proper interpretation of the Specifications and Plans.

Perform or provide construction surveys, staking, and measurements needed by the Contractor (unless provided for in the contract where contractor construction staking is to be performed as a bid item by the Contractor) and perform measurements and surveys that are involved in the determination of final pay quantities.

Inspect all phases of construction operations to determine the Contractor's compliance with Contract Documents and to reject such work and materials which do not comply with the Contract Documents until any questions at issue can be referred to and be decided by the Field Engineer.

Take field samples and/or test materials to be incorporated in the work, and reject those not meeting the provisions of the Contract Documents until any questions at issue can be referred to and be decided by the Field Engineer.

Make certain that test report records or certificates of compliance for materials tested off the Project site and required prior to the incorporation in the work have been received.

Keep such daily diaries, logs and records as are needed for a complete record of the Contractor's progress, including Project Engineer/Project Manager and Inspector's diaries.

Measure and compute all materials incorporated in the work and items of work completed, and maintain an item account record.

Provide measurement and computation of pay items.

Prepare, or assist in preparing, and submit such periodic, intermediate, and final reports and records as may be required by the KDOT and as are applicable to the Project, which may include:

- a. Progress Reports
- b. Weekly statement of working days
- c. Notice of change in construction status
- d. Report of field inspection of material
- e. Test report record
- f. Contractor pay estimates
- g. Pile driving data
- h. Piling record
- i. Final certification of materials
- j. Explanation of quantity variation
- k. Statement of contract time
- l. Other records and reports as required by the Project

Review, or assist in reviewing, all Contractor submittals of records and reports required by the KDOT, as applicable to the Project, which may include:

- a. Requests for partial and final payment
 - b. Other reports and records as required by the individual Project
- (9) Prepare and submit, if desired by the CONSULTANT, partial payment invoices for services rendered by the CONSULTANT, but not to exceed one submittal per month.
 - (10) Collect, properly label or identify, and deliver to the KDOT all original diaries, logs, notebooks, accounts, records, reports and other documents prepared by the CONSULTANT in the performance of the Agreement, upon completion or termination of the Agreement.
 - (11) Return, upon completion or termination of the Agreement, all manuals, contract documents, guides, written instruction, unused forms and record keeping books, and other documents and materials furnished by the KDOT. The CONSULTANT shall be responsible for replacing lost documents or materials at the price determined by the KDOT.
 - (12) Prepare and submit a certification of Project completion.
 - (13) Prepare and submit a final payment voucher for services rendered by the CONSULTANT.

- (14) Prepare and deliver (when Project is completed) one copy of major changes to the plans (by letter) to the KDOT. The letter should contain such items as the following:

- a. Earthwork and Culverts
 - 1. A revised list of bench marks
 - 2. Location of government bench marks
 - 3. Major changes in alignment
 - 4. Major changes in grade line
 - 5. Established references on cornerstones
 - 6. Major changes in location of drainage structures
 - 7. Major changes in flow line of drainage structures
 - 8. Drainage structures added or deleted
 - 9. Any change of access control
- b. Bridges
 - 1. Changes in stationing
 - 2. Changes in type, size or elevation of footings
 - 3. Changes in grade line

5. The services performed by the SECRETARY will be as per terms of an Agreement prepared by the SECRETARY and generally be described as follows:

A. The KDOT agrees to:

- (1) Make available to the CONSULTANT sufficient copies of the contract documents, shop drawings, plan revisions, written instructions and other information and data considered by the KDOT to be necessary to enable the CONSULTANT to perform the services under this Agreement for the Project to the same standards required of the KDOT's personnel.
- (2) Provide for the use of the CONSULTANT a sufficient supply of the blank diaries, logs, record keeping books and reporting forms considered by the KDOT to be necessary for the CONSULTANT to perform the services under this Agreement to the same standards required of the KDOT's personnel.
- (3) Provide space in the field office and field laboratory furnished by the Contractor under the terms of the Construction Contract Proposal, for the occupancy and use of the CONSULTANT until completion of the construction work.
- (4) Perform or provide for laboratory testing of materials requiring off-site testing facilities, and obtain test reports or certificates of compliance thereof.
- (5) Perform all necessary weld inspection when there is welding for bridge beam connections and splices, and for sign supports. This includes all cross frames, diaphragm connections, and stud welding.
- (6) Designate a Field Engineer (Metro Engineer, Field Engineering Administrator and/or Area Engineer). The Field Engineer will delegate to a construction office the overseeing of the Project where a Construction Engineer/Construction Coordinator

will be assigned to monitor and coordinate all Project related activity to assure compliance with applicable Federal and State requirements of services performed under this Agreement and all construction activities performed under the Contract Documents.

- (7) Provide, through the Field Engineer and the District staff, such assistance and guidance to the CONSULTANT as may be reasonably necessary to perform and complete the Agreement in conformance with standard construction engineering practices of the KDOT.

B. The KDOT reserves the right to assign and charge to the Project such KDOT personnel as may be needed.

6. The CONSULTANT has been advised by the LPA that the anticipated services to be performed will start in 2021 , and be completed by 2021 with the estimated number of contractor-working days 150 .
7. The CONSULTANT will save the LPA and SECRETARY and their authorized representatives harmless from costs, liabilities, expenses, suits, judgments, and damages to persons or property caused by the CONSULTANT, its agents, employees, or subcontractors which may result from negligent acts, errors, mistakes, or omissions from the CONSULTANT'S operation in connection with the services to be performed hereunder.
8. The CONSULTANT will make all documents and accounting records pertaining to the cost of the services for the Project available at the CONSULTANT'S office to representatives of the LPA, SECRETARY, FHWA or any authorized representative of the Federal Government for audit for a period of three (3) years after the date of final payment.
9. The CONSULTANT will comply with all federal, state and local laws and ordinances applicable to the services to be performed.
10. The cost plus net fee total cost proposal proposed by the CONSULTANT for the performance of services is supported on "Exhibit A". The CONSULTANT will request reimbursement of actual costs in conformity with approved FHWA cost principals and not to exceed the upper limit of compensation. The fees proposed are as follows:
- A. A Net Fee amount of \$ N/A .
- B. The upper limit of compensation, Total Cost Plus Net Fee, for services detailed in this proposal shall be \$ N/A .
- C. Other _____
11. The CONSULTANT will provide engineering services outside those set forth above, or for changes in criteria. Any payments authorized under this paragraph must be approved by the SECRETARY in a supplemental agreement.

12. The CONSULTANT may request a partial payment each month. However, partial payment requests will be limited to \$1,000 minimums. It is understood that the accumulated partial payments shall not exceed ninety-five percent (95%) of the total fee earned prior to the final approval by the LPA and/or the SECRETARY. Final payment to the CONSULTANT should be made within ninety (90) days after receipt of proper billing and final approval by the LPA and/or the SECRETARY.
13. The CONSULTANT'S accounting system, cost records, and overhead factors may have to be reviewed by the SECRETARY'S Bureau of Fiscal Services at the time a three (3) party agreement is prepared by the SECRETARY.
14. It is understood by the CONSULTANT that if the CONSULTANT does not have a certified Project Engineer/Project Manager when the Project is ready to let, the Project may be withdrawn from a letting and any agreement executed as a result of this proposal may be cancelled.
15. The CONSULTANT's Project Engineer/Project Manager for this project will be _____, whose Certification Number is _____ (expiration date is _____) and whose work address is _____ and whose mailing address is _____ and work telephone number is _____.
- The Chief Inspector for the CONSULTANT will be _____, whose Certification Number is _____ (expiration date is _____) and whose work address is _____ and mailing address is _____ and work telephone is _____.
16. The CONSULTANT certifies the actions of all representatives of the firm will be in compliance with the prescribed "Code of Conduct" solicitation and execution of contract Federal regulations.
17. The above proposal indicates our interpretation of the services desired by the LPA, and the CONSULTANT will be happy to meet and discuss any or all items of this proposal.

Respectfully submitted,

CONSULTANT (Title)

Date

ATTACHMENT 'F': SPECIAL ATTACHMENT NO.87

Updated: 18-Jan-21 04:00 PM

Updated: 18-Jan-21 04:00 PM

Updated: 18-Jan-21 04:00 PM

Updated: 18-Jan-21 04:00 PM

Updated: 18-Jan-21 04:00 PM

ATTACHMENT 'G': GENERAL TERMS AND CONDITIONS

MKEC Engineering, Inc. GENERAL TERMS AND CONDITIONS (PROFESSIONAL SERVICES)

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

A RESOLUTION

AUTHORIZING and directing the City Manager of the City of Winfield, Kansas to execute a Cash Farm Lease Agreement between the City of Winfield and Josh Tatum, regarding a lease at the Gottlob Business Park.

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 Cash Farm Lease Agreement between the City of Winfield, Kansas, and Josh Tatum, regarding the lease of Lots 2 and 3, Gottlob Business Park, for agriculture use; 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.

ADOPTED this 1st day of March 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



**Cash Farm Lease Agreement
Lots 2 & 3, Gottlob Business Park**

This agreement, entered this ____ day of March, 2021, between CITY of Winfield (CITY) and Josh Tatum (TATUM), 311 N. Soward, Winfield KS:

1. CITY, as landowner, leases to TATUM, as operator, to occupy and use for agriculture and related purposes, the following described property: Lots 2 and 3, Gottlob Business Park, Winfield, Cowley County, Kansas. This agreement involves two (2) tracts totaling approximately 59 acres (see attachment). A review of the tracts defined approximately 14 acres as crop land and approximately 45 acres of hay ground.
2. The term of this lease will be from January 1, 2021 through December 31, 2023, renewable for three (3) additional one (1) years options subject to mutual consent of both parties of the terms and conditions on or before September 1 of each eligible year, as well as, ongoing CITY ownership of all or part of the tract. **CITY reserves the right to make inquiry regarding past performance, equipment, farming practices, etc. to make an award in the best interest of CITY.**
3. This lease will not be deemed to be, nor intended to give rise to, a partnership relation.
4. TATUM retains 100% of the hay or crops harvested from the property and agrees to pay as cash rent a **lump sum cash payment** yearly \$1,406.00, due on or before November 1, 2021, 2022, and 2023, as well as, each eligible option year 2024, 2025, 2026.
5. TATUM will pay for all labor, equipment, and material costs necessary to fulfill the lease, including but not limited to field prep, planting, fertilizing, weed and vegetation control, insect control, and harvest. Participation by CITY in any costs will be mutually agreed upon in writing.
6. Weather permitting TATUM will remove hay bales within 14 days of baling unless other arrangements are made with CITY.
7. TATUM, along with CITY and Cowley County Conservation staff, will establish herbicide, burning, or seeding best management practices.
8. The primary use of the property is industrial development. CITY has the right to authorize CITY or third parties to enter the property to survey, construct, and/or operate activities reasonably necessary to develop the property. CITY agrees to reimburse TATUM for any actual damage suffered for crops destroyed by these activities and release TATUM from obligation to continue farming this property when and if development interferes materially with TATUM's opportunity to make a satisfactory return.
9. CITY assumes no responsibility or liability for any damage to land or crops within the lease area, regardless if through water and/or flood, fire, hail, wind, wildlife, vandalism or any other acts caused by weather or persons.
10. TATUM will not sub-contract or assign any part of the agreement without receiving written approval from CITY.
11. TATUM will conduct all operations in a manner consistent with all applicable local, state, and federal environmental codes, regulations and statutes and shall bear sole responsibility for any violations thereof. TATUM will indemnify CITY for any costs of environmental cleanup and restoration, as well as, penalties, fines, judgments or other amounts incurred by CITY as a result such violation.
12. The lease and its attachments constitute the entire agreement and control the relationship between the parties, regardless of any other understanding between the parties. In the event any of the provisions of the agreement are deemed to be invalid or unenforceable, the same shall be deemed severable from the remainder of the agreement. If such provision shall be deemed invalid due to its scope and breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
13. Failure to comply with the terms and conditions shall be cause for revocation of this agreement.
14. TATUM will save and hold CITY harmless from any and all loss sustained by TATUM on account of any suit, judgment, execution, claim or damage of any kind whatsoever, resulting from the use of said premises based on or in any other manner associated with the lease. TATUM will cause to be defended at its own expense all actions that may be commenced against CITY by reason of said events. TATUM will also save and hold CITY harmless and indemnify CITY from any and all losses sustained by CITY by reasons of said event.

15. TATUM will procure and maintain during the term of the lease Contractor's or Farmer's general liability insurance with limits not less than \$500,000 each occurrence bodily injury or property damage that is extended to include this operating location and operations of any motorized equipment, bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle with limits of no less than \$100,000 per person bodily injury; \$300,000 per accident bodily injury and \$100,000 per accident property damage or may be included under the Farm Liability coverage, and Workman's Compensation Insurance coverage as required by Kansas Statute. TATUM will furnish CITY a certificate of insurance in said amounts for the payment of all damages which may be caused either to a person or persons or to property by reason of each and all of said events. All policies of insurance shall provide for at least thirty (30) days prior written notice of cancellation or any changes of insurers to CITY. By entering this agreement TATUM acknowledges its responsibility to insure all of its own personal property (inclusive of crops or other property in the open including farm equipment owned, borrowed or rented) which will be located on, adjacent or in route to the premises, regardless of the cause of loss.
16. CITY 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.

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

CITY OF WINFIELD, KS

TATUM

Taggart Wall, City Manager

Josh Tatum
620.210.1099
joshtatum710@yahoo.com



Gottlob Business Park Hay & Crop Production Lease





Request for Commission Action

Date: 2/25/21

Requestor: Kyle Gillett, Customer Service & System Reliability Specialist

Action Requested: Consider retaining Southwest Electric to provide our technical support program.

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

- Three substation transformers and their load tap changers
- Four additional transformers, two being grounding transformers located in East Substation, the other two provide station power for the East Plant
- Ten 69KV gas circuit breakers
- Five 12.5KV vacuum circuit breakers
- 101 protective relays

Fiscal Impact: Consequently, based on the above, proposals were solicited from the following to complete the 2021 TSP. Vertiv Electrical Reliability Services of Lee's Summit MO, and Southwest Electric of Oklahoma City OK. I received bids in early February, and they were as follows.

- Vertiv \$88,776.00
- Southwest \$61,572.00

The City has contracted with both Vertiv and Southwest Electric for past preventive maintenance projects on our substations, and both companies have performed a thorough and satisfactory job. Staff recommends that the commission consider the proposal from Southwest Electric based on the lower cost, and the successful history of past experiences the City has with the company. The City has \$50,000 budgeted in 2021 for this annual maintenance.