

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, November 15, 2021
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDERMayor Gregory N. Thompson

ROLL CALL.....City Clerk, Brenda Peters

MINUTES OF PRECEDING MEETING.....Monday, November 01, 2021

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 21129 – A Resolution – Authorizing the execution of an agreement for engineering services for improvements on US-77 from Walnut River Bridge to 19th Ave., Project No. 018 U-2417-01 between the City of Winfield, Kansas and Professional Engineering Consultants, P.A.

Bill No. 21130 – A Resolution – Pledging commitment to a Multimodal Transportation Project Policy for the City of Winfield, Kansas regarding the use of *Pathways to a Healthy Kansas*, a Blue Cross and Blue Shield of Kansas grant dollars.

OTHER BUSINESS

-Consider Voting Delegates for the Kansas Power Pool Annual Meeting December 10, 2021.

ADJOURNMENT

-Next Commission work session 4:00 Tuesday December 2, 2021.

-Next regular meeting 5:30 p.m. Monday, December 06, 2021.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
November 1, 2021

The Board of City Commissioners met in regular session, Monday, November 01, 2021 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Gregory N. Thompson presiding. Commissioners Ronald E. Hutto and 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 Patrick Steward, Director of Public Improvements; Gus Collins, Director of Utilities; Vincent Warren, Fire Chief; and Chad Mayberry, Fire Marshal.

Mayor Thompson noted all Commissioners present.

Commissioner Jarvis moved that the minutes of the October 18, 2021 meeting be approved. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

BUSINESS FROM THE FLOOR

Jim Masem, 508 E 10th Ave, spoke to the Commissioners about cars in Braums drive through blocking the alley.

NEW BUSINESS

Bill No. 21123 – An Ordinance – Authorizing the City of Winfield, Kansas, to enter into a lease purchase transaction, the proceeds of which will be used to pay the costs of acquiring ambulance equipment for use in the City; and to approve the execution of certain documents in connection therewith. City Manager Wall explains this Ordinance allows the City to enter into a lease purchase transaction with Community National Bank for a 5-year term, interest at 1.70% for ambulance equipment. Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, all Commissioners voting aye, Bill No. 21123 was adopted and numbered Ordinance No. 4165.

Bill No. 21124 – An Ordinance – Authorizing the City of Winfield, Kansas, to enter into a lease purchase transaction, the proceeds of which will be used to pay the costs of acquiring electric utility equipment for use in the City; and to approve the execution of certain documents in connection therewith. City Manager Wall explains this Ordinance allows the City to enter into a lease purchase transaction with Community National Bank for a 5-year term, interest at 1.70% for an Electric Utility truck. Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 21124 was adopted and numbered Ordinance No. 4166.

Bill No. 21125 – An Ordinance – Amending Chapter 54 of the Winfield City Code and establishing a new section of regulations related to the parking of vehicles or machinery on front

and side yards. City Manager Wall explains this Ordinance amends existing Code and creates new Code related to the prohibition and enforcement of parking in front and side yards. Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, all Commissioners voting aye, Bill No. 21125 was adopted and numbered Ordinance No. 4167.

Bill No. 21126 – An Ordinance – Amending Chapter 74 of the Code of Ordinances of the City of Winfield, Kansas, relating to The Standard Traffic Ordinance and General Provisions, by the amendment of Sections 74-81 and 74-82. City Attorney Muret explains this Ordinance is for The Standard Traffic Ordinance that the Winfield Police Department uses, in connection with the City Ordinances, when issuing citations. Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 21126 was adopted and numbered Ordinance No. 4168.

Bill No. 21127 – An Ordinance – Amending Chapter 58, of the Code of Ordinances of the City of Winfield, Kansas, relating to the Uniform Public Offense Code, for Kansas Cities, 2021 Edition, by the amendment of Section 58-1. City Attorney Muret explains this Ordinance is for the Uniform Public Offense Code which covers infractions and misdemeanors that are not traffic offences, in connection with the City Ordinances. Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, all Commissioners voting aye, Bill No. 21127 was adopted and numbered Ordinance No. 4169.

Bill No. 21128 – A Resolution – Authorizing and directing the City Manager and Clerk of the City of Winfield, Kansas, to execute a contract for building repairs on the existing Fire Station between the City of Winfield, Kansas and Mid-Continental Restoration Co., Inc. Director of Public Improvements Steward explains this Resolution considers awarding a contract to Mid-Continental Restoration for stone restoration on the exterior of the existing historic fire station as part of the Phase IV improvements. Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 21128 was adopted and numbered Resolution No. 10821.

OTHER BUSINESS

-Award of bid to Thomson Construction for replacement roof at the Community Center. Director of Public Improvements Steward explains the low bid was from Thomson Construction, and asks the Commission to award the bid to Thomson Construction for replacement of the roof at the Community Center. Commissioner Hutto moved to accept the bid from Thomson Construction for replacement of the roof at the Community Center. Motion was seconded by Commissioner Jarvis. With all Commissioners voting aye, motion carried.

-Approval of an agreement with Cowley College for the use of Winfield Fire Training facilities. Fire Chief Warren explains this agreement with Cowley College protects the City of Winfield against loss or damage of equipment by outside users and allows the City to recover the costs of consumable supplies. Commissioner Jarvis moved to approve the agreement with Cowley

College for the Winfield Fire Training facilities. Motion was seconded by Commissioner Hutto. With all Commissioners voting aye, motion carried.

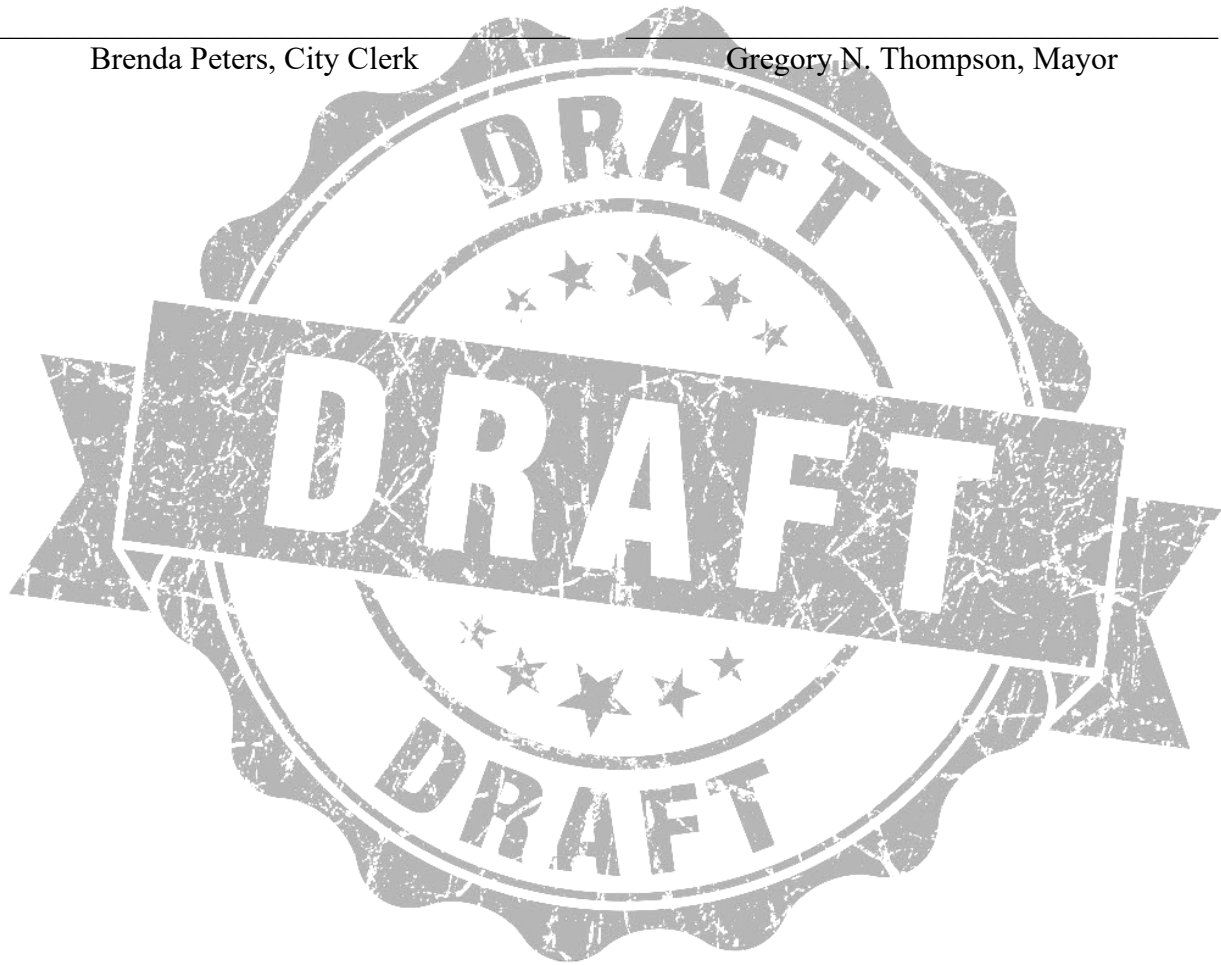
ADJOURNMENT

Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, all Commissioners voting aye, the meeting adjourned at 5:42 p.m.

Signed and sealed this 10th day of November 2021. Signed and approved this 15th day of November 2021.

Brenda Peters, City Clerk

Gregory N. Thompson, Mayor



A RESOLUTION

AUTHORIZING the execution of an agreement for engineering services for improvements on US-77 from Walnut River Bridge to 19th Ave., Project No. 018 U-2417-01 between the City of Winfield, Kansas and Professional Engineering Consultants, P.A.

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 Professional Engineering Consultants, P.A. for thirty-nine thousand, five hundred dollars (\$39,500) for engineering services of improvements on US-77 from Walnut River Bridge to 19th Ave., Project No. 018 U-2417-01.

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

ADOPTED this 15th day of November 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



October 13, 2021

Mr. Patrick Steward, Director of Public Improvements
City of Winfield
200 E. 9th Ave.
Winfield, KS 67156

Reference: AGREEMENT for Winfield 2023 CCLIP
Winfield, Kansas
PEC Project No. 35-217047-999-0943

Dear Mr. Steward:

Professional Engineering Consultants, P.A. (“PEC”) is pleased to provide professional services to City of Winfield (“Client”) in connection with the referenced Project, and in accordance with this letter agreement (“Agreement”). The services to be performed by PEC (“the Services”) are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

Performance. PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

Client Responsibilities. To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Client representative with authority to transmit instructions, receive instructions and information, and interpret and define Client requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, and leveling the site; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or Services; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client. Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

Payment. Invoices will be submitted periodically and are due and payable upon receipt. Unpaid balances more than 30 days past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys’ fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

Work Product. PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the “Work Product”). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user’s sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment by Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy (“hard copy”) or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client sole risk.

Insurance. PEC and Client agree to each maintain statutory Worker’s Compensation, Employer’s Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC’s negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

Supplemental Agreements. Changes in the Services may be accomplished after execution of this Agreement only by a written Supplemental Agreement signed by PEC and Client. For any change that increases PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Differing, Concealed, or Unknown Conditions. If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. PEC assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys’ fees from all third-party claims resulting from differing, concealed, or unknown conditions.

Fast-Track, Phased or Accelerated Schedule. Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses including costs for PEC to coordinate and redesign portions of the Project affected by the procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the contractor to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

Force Majeure. PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

Construction Means; Safety. PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

Cost Estimates. Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

Termination. Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. In the event the Client terminates this Agreement without cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

Environmental Hazards. Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

Betterment. PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

Dispute Resolution. The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to

resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution.

If the parties are unable to resolve the claim, PEC and Client agree to submit the claim to mediation prior to the initiation of any binding dispute resolution proceedings (except for PEC claims for nonpayment). The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

Jurisdiction; Venue; Governing Law. To the fullest extent permitted by law, PEC and Client stipulate that the Eighteenth Judicial District, District Court, Sedgwick County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. PEC and Client further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles.

Indemnity. To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total fee under this Agreement. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

Assignment. Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

No Third-Party Beneficiaries. This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client obligations under any separate agreement with any third-party.

Entire Agreement. This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by PEC and Client.

Severability. If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Mr. Patrick Steward, Director of Public Works
City of Winfield
Winfield 2023 CCLIP
October 13, 2021
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Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Receipt of the executed copy will serve as PEC's notice to proceed with the Services.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Riley J. Schmitz, P.E.
Project Manager

BMM:mmm

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By:  , Signatory

Printed Name: Benjamin M. Mabry, P.E.

Title: Principal/Municipal Transportation Division Manager

Date: _____

ACCEPTED:

CITY OF WINFIELD

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

A. Project Description:

1. The Project shall consist of design and construction administration services for the resurfacing improvements along US-77 within the project boundaries generally described as from Walnut River Bridge to 19th Avenue in accordance with the Kansas Department of Transportation (KDOT), Bureau of Local Projects Resurfacing Guidelines.
2. The Project delivery method is design-bid-build.

B. Anticipated Project Schedule:

1. PEC shall commence its services on the Project within 14 days after receiving CLIENT's notice to proceed.
2. PEC and CLIENT anticipate completion of design services in 2022.
3. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. Project deliverable schedules will be impacted by untimely receipt of information necessary to complete design. PEC will not have control over or responsibility for any CLIENT, contractor, or vendor's performance schedule.

C. Project Deliverables:

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas where applicable:
 - a) Field Check Plans and supporting documents to the Kansas Department of Transportation (KDOT) and the CLIENT and associated engineer's opinion of probable cost in PDF format.
 - b) Plans, Specifications and Estimate (PS&E) Plans and supporting documents to the KDOT and OWNER and associated engineer's opinion of probable cost in PDF format.
 - c) Final Letting Plans and supporting documents to the KDOT and the CLIENT and associated engineer's opinion of probable cost in PDF format.

D. Scope of Services:

1. Design Services:
 - a) Provide project correspondence and consultation with CLIENT.
 - b) Provide quality control review prior to submission of project deliverables.
 - c) Attend and assist in facilitating a pre-design kickoff meeting with CLIENT to formalize the design criteria and PROJECT boundaries, lines of communication and overall project procedures.
 - d) Attend and assist in facilitating a design review meeting with the CLIENT to review the plans.
 - e) Conduct field observation/site visit to determine limits of proposed pavement patching and resurfacing improvements.

- f) Prepare plans (and supplemental specifications if necessary) in accordance with the current design criteria of the CLIENT and KDOT. Below are the anticipated items to be provided in the plans:
 - i. Surfacing/paving plans identifying the limits of the proposed pavement, along with a typical section.
 - ii. Pavement marking plans and details.
 - iii. Summary of quantities plans.
 - iv. Traffic control plans and details, including construction sequencing plans, as needed.
 - g) Propose a construction sequence for orderly construction of the PROJECT, if determined necessary during design.
2. Bidding Services:
- a) Advertise PROJECT and distribute bid documents to prospective bidders.
 - b) Respond to bidder's requests for information during the bidding process.
 - c) Attend bid opening and prepare bid tabulation.
 - d) Provide bid tabulation and notice of award to CLIENT.
3. Construction Administration Services:
- During the construction phase PEC shall provide construction administration services for the PROJECT, when requested by the CLIENT. The scope of services will be as follows:
- a) Attend and assist in facilitating the preconstruction conference.
 - b) Issue contract documents and review bonds and insurance submitted by the PROJECT awarded contractor.
 - c) Review Contractor's shop drawings and material test certifications for compliance with plans and specifications.
 - d) Make a maximum of two (2) visits to the PROJECT site to determine Contractor's progress and general character of the work, upon written request of CLIENT.
 - e) Consult with the inspector regarding interpretations or clarifications of the plans and specifications.
 - f) Provide decisions in accordance with the contract documents on questions regarding the PROJECT.
 - g) Review materials test reports as submitted by the City Inspector.
 - h) Prepare Change Orders covering modifications or revisions necessitated by field conditions.
 - i) Conduct a final on-site PROJECT review.
 - j) Issue Certificate of Substantial Completion when each separate part of the PROJECT has been completed.

E. Additional Responsibilities of CLIENT:

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. Drawings, studies, reports, and other information available pertaining to the existing building and site.
2. Attend all PROJECT progress meetings.
3. Provide access to the PROJECT area property.
4. Provide prompt review of the PROJECT plans and specifications. Comments shall be returned within 14 calendar days of the preliminary plan submittal.

F. Additional Services:

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

1. Field Survey Services.
2. Geotechnical investigations.
3. Additional services associated with an expansion of the PROJECT or increase in PROJECT size and construction cost.
4. Meetings with local, State, or Federal agencies beyond those specifically identified in the above scope of services.
5. Prepare legal descriptions for easement and right-of-way tracts determined necessary to acquire by the CLIENT in order to construct the PROJECT.
6. Analysis of existing utility systems.
7. Plan revisions, as necessary, to reduce the cost of construction after issue of CD's. (Typically referred to "Value Engineering" or "VE".)
8. Design of retaining walls.
9. Alternate designs not specifically listed in the Scope of Services.
10. Production of record drawings, as-builts, or release of electronic files.
11. Construction Phase Services including construction staking, materials testing, and construction observation related to the project.
12. Utility Relocation/Extension Design: Includes any public utility design not included within the scope of services above.
13. Landscape Architecture Services: Includes landscape design and tree planting.

G. Exclusions:

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Additional services not included in the above scope of services.
2. Sidewalk, ramp, and/or curb and gutter design.
 - a) Federal Regulations state that altered streets must contain curb ramps where there are barriers to a pedestrian walkway.
 - b) The ENGINEER understands that the OWNER intends to address and correct such deficiencies along the altered corridor, if necessary and this work is considered to be outside of the scope of work for this PROJECT.

3. Franchise Utility Design.
4. Environmental site assessments.
5. Appraisal and acquisition of easements and right-of-way.
6. Permit and review fees.

H. **PEC's Fees:**

1. PEC's Fee for its Scope of Services will be on a lump sum basis in the amount of **\$39,500.00**, summarized as follows:

Services	Fees
Design Services	\$ 32,500.00
Bidding Services	\$ 1,500.00
Construction Administration Services	\$ 5,500.00
TOTAL	\$ 39,500.00

2. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.



Request for Commission Action

Date: 11/1/2021

Requestor: Taggart Wall, City Manager

Action Requested:

Approval of an resolution authorizing the application to and acknowledging the commitment therein of a Blue Cross Blue Shield Pathways grant for a sidewalk project along 19th Ave. from Andrews to Menor St.

Analysis:

This project would provide a link to key community access points including: the Broadway Sports Complex (walking trails and outdoor exercise equipment), the large grocery retailers (Dillons and Walmart), the downtown district, and the biking/walking trail along the levee.

The grant requires populations of focus, and our narrative includes those populations including health and income data.

Despite the fact that 19th Avenue is one of the busiest roads in Winfield, it is a common sight to see residents walking in the gutters/side of the road with grocery bags or pushing strollers filled with grocery bags returning from Walmart and Dillons. It is a dangerous place to walk, but for many residents who do not have access to reliable transportation, it is the only way to access the grocery area.

The conservative estimated cost of the project is around \$100k with the grant eligibility \$50k.

As a function of the grant, we would be required to meet the enclosed pledge outlining:

- Work with the coalition to assess current conditions and policies related to this effort, including both local and state facilities, to inform work on package.
- Contact KDOT pedestrian and bicycle coordinator and region engineers to address local bicycle/pedestrian priorities on state facilities identified through local assessment.
- Use data to determine how the project impacts populations of focus (Populations of focus may include racial and ethnic minorities, including persons of Black, American Indian or Alaska Native, Asian, and Native Hawaiian or Other Pacific Islander races and persons of Hispanic ethnicity; rural/urban residents; children; pregnant women; persons who are LGBTQIA+; older adults; persons with chronic illnesses; persons with housing instability or who are homeless; immigrant populations; displaced persons; persons with limited English



Request for Commission Action

proficiency; persons with low literacy; persons with low income; persons with disabilities; and others.”).

and

- Develop a project policy that:
 - o Links Pathways dollars to the multimodal project;
 - o Activates the project within two (2) years or less of passing the policy;
 - o Includes a requirement that if a multimodal transportation component is not included in a project due to cost, environmental consideration, or other reasons there must be a written justification; and
 - o Agreement to maintain new or improved local facilities, such as sidewalks, signage, and bike racks, paid for with Pathways funds for 10 years after construction.
 - o Share all policies with the coalition and BCBSKS to build a portfolio of best practices.

Fiscal Impact: Estimated \$50,000 from CIP funds

Attachments: Pledge, Resolution

A RESOLUTION

PLEDGING commitment to a Multimodal Transportation Project Policy for the City of Winfield, Kansas regarding the use of *Pathways to a Healthy Kansas*, a Blue Cross and Blue Shield of Kansas grant dollars.

WHEREAS, the City of Winfield is responding to a funding opportunity through *Pathways to a Healthy Kansas (Pathways)*, a Blue Cross and Blue Shield of Kansas (BCBSKS) initiative in partnership with RISE Cowley Coalition; and

WHEREAS, the City of Winfield hereby affirms our commitment to taking on new opportunities that provide greater access to healthy living options for our community members benefiting from our work. We are aware our involvement helps to establish strong community norms for healthier living and are willing to learn more about making healthy environment and healthy policy changes to help community members live longer and better quality lives; and

WHEREAS, the City of Winfield acknowledges that we play an integral role in creating a multimodal transportation system that allows community members to walk and bike and that our position provides us with a significant opportunity to assist members of our community in leading healthier lives. We are committed to taking steps toward providing the healthiest possible environment in our community; and

WHEREAS, the project will be funded, in part, by a *Pathways* grant, which requires an emphasis and targeted benefit for "populations of focus" outlined by the BCBSKS;

WHEREAS, the populations of focus for the project include Winfield community members who are low-income, experience housing instability, and/or lack access to transportation; and

WHEREAS, community forums and social media posts in Winfield repeatedly identify safety concerns involving pedestrians walking along 19th Avenue to access grocery stores and downtown businesses indicating that this route is in need of a safe place to walk to the grocery store and downtown businesses; and

WHEREAS, Census Tract data adjacent to 19th Avenue indicates that 47% of residents have a household income of less than \$34,000 and that only 43% of the housing in the area is owner occupied; and

WHEREAS, the multimodal transportation project will provide sidewalks to connect this area with a safe place to walk to get to the grocery store and downtown businesses where there is currently no safe place to walk; and

WHEREAS, in accordance with the aforementioned, the City of Winfield, together through community engagement and engineering review and observation, has determined that the

installation of a minimum of 6' sidewalk/path, with ADA transitions, on 19th Ave. from Andrews St. to Menor St. is prudent, beneficial and necessary; and

WHEREAS, the estimated cost of said project is \$102,221.00.

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

Section 1. The governing body of the City of Winfield, Kansas hereby establishes a Multimodal Transportation Project Policy in relation to *Pathways* funds and commits to:

- 1) Apply for *Pathways* implementation funds, not to exceed \$51,110, to fund the project listed above.
- 2) Use *Pathways* dollars on the approved multimodal project as outlined above.
- 3) Fund a match of 50% of the approved project, and identify funds for any additional funds needed for the project, if costs exceed the estimated cost.
- 4) Activate the approved project within two (2) years or less of receipt of *Pathways* funds;
- 5) Establish a requirement that if a multimodal transportation component is not included in the proposed transportation project due to cost, environmental consideration, or other reasons there must be a written justification; and
- 6) Maintain new or improved local facilities, such as sidewalks, signage, and bike racks, paid for with *Pathways* funds for 10 years after construction.

Adopted by the City of Winfield on the 15th day of November, 2021.

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

ADOPTED this 15th day of November 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

Pathways to a Healthy Community Pledge Multimodal Transportation Plan Package

_____ (partner name) hereby affirms our commitment to taking on new opportunities that provide greater access to healthy living options for our community members benefiting from our work. We are aware our involvement helps to establish strong community norms for healthier living and are willing to learn more about making healthy environment and healthy policy changes to help community members live longer and better quality lives. We will accept information and assistance from the RISE Cowley Coalition through *Pathways to a Healthy Kansas (Pathways)*, a Blue Cross and Blue Shield of Kansas (BCBSKS) initiative, to implement healthy recommendations, including the minimum requirements listed below.

The RISE Cowley Coalition shall provide:

- Education on what is deemed healthy and assistance with overall implementation;
- Publicity including, but not limited to, social media posts, press releases or local media stories, and recognition on the BCBSKS *Pathways* website (bcbsks.com/Pathways) and coalition website highlighting changes made related to this initiative;
- Materials to promote our involvement in the *Pathways to a Healthy Kansas* initiative to the community; and
- Opportunities for shared expertise and interaction with peers.

_____ (partner name) acknowledges that we play an integral role in creating a multimodal transportation system that allows community members to walk and bike and that our position provides us with a significant opportunity to assist members of our community in leading healthier lives. We are committed to taking steps toward providing the healthiest possible environment in our community.

We pledge to:

- Work with the coalition to assess current conditions and policies related to this effort, including both local and state facilities, to inform work on package.
- Contact KDOT pedestrian and bicycle coordinator and region engineers to address local bicycle/pedestrian priorities on state facilities identified through local assessment.
- Use data to determine how the project impacts populations of focus (Populations of focus may include racial and ethnic minorities, including persons of Black, American Indian or Alaska Native, Asian, and Native Hawaiian or Other Pacific Islander races and persons of Hispanic ethnicity; rural/urban residents; children; pregnant women; persons who are LGBTQIA+; older adults; persons with chronic illnesses; persons with housing instability or who are homeless; immigrant populations; displaced persons; persons with limited English proficiency; persons with low literacy; persons with low income; persons with disabilities; and others.”).

- Develop a policy that:
 - Links *Pathways* dollars to the multimodal project;
 - Activates the project within two (2) years or less of passing the policy;
 - Includes a requirement that if a multimodal transportation component is not included in a project due to cost, environmental consideration, or other reasons there must be a written justification; and
 - Agreement to maintain new or improved local facilities, such as sidewalks, signage, and bike racks, paid for with *Pathways* funds for 10 years after construction.
- Share all policies with the coalition and BCBSKS to build a portfolio of best practices.

We may participate and take advantage of the resources that fit our needs, progress, and interest; we will keep the coalition informed on our progress toward the adoption of healthy changes affecting access to multimodal transportation in our community.

In return for this pledge, we will become eligible for implementation grant funds to accomplish the minimum requirements listed above. We understand that to receive an Implementation Grant an implementation plan and budget must be submitted to BCBSKS with the grant application.

We have identified a *primary point of contact* to participate in this initiative.

_____	_____
Partner contact	Title
_____	_____
Phone number	Email
_____	_____
Print Partner Name	Partner Organization
_____	_____
Signature	Date

Please sign, retain one copy for your records and return to:

RISE Cowley Coalition

Coalition contact name: _____

Coalition phone & fax: _____

Coalition email: _____



Council Action Advised by November 30, 2021

To: Mayors, City Managers, and City Clerks

**Re: DESIGNATION OF REPRESENTATIVE AND ALTERNATES
Kansas Power Pool Annual Member's Meeting – December 10, 2021**

To vote at the Kansas Power Pool Annual Member's Meeting, each member city must designate a representative, and one or more alternates authorized to act in the absence of the designated representative, to serve on the Kansas Power Pool's Membership Committee ("Committee"). Each member city's designated representative to the Committee is considered a "voting member." By virtue of a member city designating a representative on the attached Voting Delegate Form, a member city is directly selecting said representative and alternate(s) to serve on the Committee, with the understanding that the Kansas Power Pool's Board of Directors are selected from this Committee pursuant to K.S.A. 12-891, and as specified in the Kansas Power Pool's First Amendment to the Agreement Creating. Designated representatives and alternate(s) are nonetheless subject to removal from the Board of Directors by a member city's governing body (unless they are an elected member of said governing body). Each member city has only one voting member for purposes of actions taken by the Committee. Furthermore, each voting member is entitled to one vote of equal weight through its representative or alternate in any vote of the Committee.

The following procedures are intended to ensure the integrity of the voting process at the Annual Member's Meeting. Please complete the attached Voting Delegate form and return it to the Kansas Power Pool office no later than November 30, 2021. This will allow us time to establish voting delegate/alternate records prior to the Annual Member's Meeting.

1. Action by City Council Required. Consistent with the Kansas Power Pool's Operating Agreement, each member city must designate a representative, and one or more alternates, to represent the member city. ***The governing body of each member city must appoint their representative and alternate(s).*** Appointment of the member city's representative and alternate(s) cannot be accomplished by individual action of the mayor or city administrator. The member city's city clerk or mayor must sign the Voting Delegate form attesting that the city's representative and alternate(s) were properly selected by the member city's governing body.
2. Annual Member's Meeting Registration Required. The representative and alternate(s) must register for the Annual Member's Meeting. To register, go to the Kansas Power Pool Website at www.kpp.agency. Registration will open on November 3, 2021. In order to cast a vote, at least one voter must be present at the Annual Member's Meeting and in possession of the voting delegate card. Voting delegate cards will be issued at the registration desk on the day of the meeting.

3. Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may only be transferred freely between the member city's designated representative and alternate(s). If a member city's designated representative and alternate(s) find themselves unable to attend the Annual Member's Meeting, they may not transfer the voting card to another city official.

Once again, thank you for completing the Voting Delegate form and returning it to the Kansas Power Pool office by November 30, 2021. If you have questions, please contact Brooke Carroll at 620-205-6838 or bcarroll@kpp.agency.



VOTING DELEGATE FORM

Please complete this form and return it to the Kansas Power Pool office by **November 30, 2021**. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located at the Annual Member's Meeting Registration Area. **Each member city's governing body may designate one representative and up to two alternates.**

In order to vote at the Annual Business Meeting (General Assembly) and serve on the Membership Committee (thereby being eligible to serve on the Kansas Power Pool's Board of Directors), a member city's representative and alternate(s) must be directly selected by the member city's governing body. **The city clerk or mayor must sign below to affirm that the city's representative and alternate(s) were properly selected by the member city's governing body.**

Please note: Representatives and alternates will be seated in a separate area at the Annual Member's Meeting. Admission to this designated area will be limited to individuals (representatives and alternates) who are identified with a special sticker on their meeting badge. This sticker can be obtained only at the Voting Delegate Desk.

1. REPRESENTATIVE – VOTING DELEGATE

Name: _____

Title: _____

2. ALTERNATE

Name: _____

Title: _____

3. ALTERNATE (Optional)

Name: _____

Title: _____

ATTEST: I affirm that the information provided reflects the action taken by the city's governing body to designate the above-named persons.

City: _____

Name: _____

Email: _____

Mayor or City Clerk: _____
(circle one) (signature)

Date: _____

Kansas Power Pool
Attn: Brooke Carroll
100 North Broadway, Suite L110
Wichita, KS 67202
bcarroll@kpp.agency