

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, June 19, 2023
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, Tania Richardson

MINUTES OF PRECEDING MEETING.....Monday, June 05, 2023

PRESENTATION

- Winfield Police Department Promotions
Phillip Lynch promoted from Master Police Officer to Sergeant
- Winfield 150th Plaque presentation

BUSINESS FROM THE FLOOR

- Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 2340 – An Ordinance – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an agreement by and between the Cities of Winfield and Arkansas City, Kansas, and the Rural Fire District No. 6, Cowley County, Kansas, for certain fire protection services.

Bill No. 2341 – 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 refuse utility equipment for use in the city; and to approve the execution of certain documents in connection therewith.

Bill No. 2342 – A Resolution – Establishing a Capital Improvement Program for the use of Coronavirus State and Local Fiscal Recovery Funds authorized by the American Rescue Plan Act.

Bill No. 2343 – A Resolution – Authorizing the Mayor and the City Clerk of the City of Winfield, Kansas to execute an agreement for engineering services with Professional Engineering Consultants for the purpose of providing professional design and construction administration services for water treatment plant ozone improvements.

Bill No. 2344 – A Resolution – Authorizing the Mayor and the City Clerk of the City of Winfield, Kansas to execute an agreement for contractual services with Stockton Restoration Company, Wichita, for the purpose of providing contractual masonry restoration services at the Abbey Mausoleum at Highland Cemetery.

OTHER BUSINESS

- Consider Board Appointments
- Consider purchase of loader bucket for Street Department
- Consider an agreement with FLOCK Safety for the purchase of six (6) FLOCK fixed License Plate Reading (LPR) cameras.

ADJOURNMENT

- Cancelled work session Thursday, June 29, 2023.
- Cancelled regular meeting Monday, July 03, 2023.
- Next Commission work session 4:00 p.m. Thursday, July 06, 2023.
- Next regular meeting 5:30 p.m. Monday, July 10, 2023.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
June 5, 2023

The Board of City Commissioners met in regular session, Monday, June 05, 2023 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Presiding Officer Brenda K. Butters presiding. Commissioner Ronald E. Hutto was also present. Mayor Gregory N. Thompson was absent. Also in attendance were Taggart Wall, City Manager; Tania Richardson, City Clerk; and William E. Muret, City Attorney. Other staff member present was Patrick Steward, Director of Community Development.

City Clerk Richardson called roll and noted Mayor Gregory N. Thompson as absent, and all other Commissioners present.

Commissioner Hutto moved that the minutes of the May 15, 2023, meeting be approved. Commissioner Thompson seconded the motion. With both Commissioners voting aye, motion carried.

NEW BUSINESS

Bill No. 2336 – A Resolution – Determining the existence of certain nuisances at 25 Braid Hill Dr in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Director of Community Development Steward explains this determines the existence of a nuisance and authorizes further action. Upon motion by Commissioner Hutto, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2336 was adopted and numbered Resolution No. 3223.

Bill No. 2337 – A Resolution – Determining the existence of certain nuisances at 716 Menor in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Director of Community Development Steward explains this determines the existence of a nuisance and authorizes further action. Upon motion by Commissioner Hutto, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2337 was adopted and numbered Resolution No. 3323.

Bill No. 2338 – A Resolution – Authorizing the Mayor and the City Clerk of the City of Winfield, Kansas to execute the Moderate Income Housing Program Grant Agreement between the City of Winfield, Kansas and Kansas Housing Resources Corporation, Topeka, Kansas for the acceptance and allocation of funds for eligible activities related to housing development. City Manager Wall explains that this authorizes an agreement with Kansas Housing Resources Corporation, related to the 19th St project. Upon motion by Commissioner Hutto, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2338 was adopted and numbered Resolution No. 3423.

Bill No. 2339 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute CCLIP (SP) Resurfacing Project Agreement No. 77-18 U-2417-01 between the City and the Secretary of the Kansas Department of Transportation, relating to State Aid for the improvement of City connecting links on the State highway system. Director of Community Development Steward explains this is a supplemental agreement to combine the 2023 and 2024 CCLIP projects. Upon motion by Commissioner Hutto, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2339 was adopted and numbered Resolution No. 3523.

ADJOURNMENT

Upon motion by Commissioner Hutto, seconded by Commissioner Butters, both Commissioners voting aye, the meeting adjourned at 5:33 p.m.

Signed and sealed this 8th day of June 2023.

Signed and approved this 19th day of June 2023.

Tania Richardson, City Clerk

Gregory N. Thompson, Mayor



Request for Commission Action

Date: June 15, 2023

Requestor: Taggart Wall, city manager

Action Requested: Consideration of an ordinance authorizing an agreement between the Cities of Winfield and Arkansas City, and the Rural Fire District No. 6 (Strother Field), for fire protection services.

Analysis: The current Rural Fire District #6 fire protection service agreement terminates Dec. 31, 2023. Staff from both cities were in concurrence that a renewal agreement for 2024-2026 with the same terms and conditions as the current was suitable for services provided. The RFD#6 Board approved the proposed 2024-2026 agreement, as presented, during their annual meeting in May 2023.

Fiscal Impact: For the City of Winfield, the annual fee, 5 mills not less than \$55,000 split between the two cities, generated approximately \$28,000 in 2022.

Attachments: Proposed Ordinance/Agreement

(First Published in The Cowley Courier Traveler Saturday, June 24, 2023)

BILL NO. 2340

RESOLUTION NO. 4199

ORDINANCE

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an agreement by and between the Cities of Winfield and Arkansas City, Kansas, and the Rural Fire District No. 6, Cowley County, Kansas, for certain fire protection services.

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

Section 1. The Mayor and Clerk of the City of Winfield, Kansas, are hereby authorized and directed to execute an agreement by and between the Cities of Winfield and Arkansas City, Kansas, and the Rural Fire District No. 6, Cowley County, Kansas, for certain fire protection services according to the provisions of said agreement; a copy of which is attached hereto and made a part hereof.

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

ADOPTED this 19 day of June 2023.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of June, 2023, by and between the City of Arkansas City, Kansas; the City of Winfield, Kansas, municipal corporations, hereinafter referred to as "Cities"; and Rural Fire District No. 6, Cowley County, Kansas, hereinafter referred to as "Fire District".

WHEREAS, the said Fire District is established and organized under the provision of K.S.A. 19-3601 to 19-3605, inclusive, and all acts amendatory thereof and supplemental thereto, which district is supervised by a Fire District Board of Trustees appointed and acting pursuant to K.S.A. 19-3612a and all acts amendatory thereof and supplemental thereto.

WHEREAS, the said Fire District desires to receive from the Cities certain fire protection as hereinafter set forth, and the Cities are willing and able to furnish such fire protection, and both the Fire District and the Cities desire to contract with reference thereto.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements of the parties thereto, the Fire District and the Cities agree as follows:

SECTION ONE TERM

This agreement for fire protection service shall commence on the 1st day of January 2024, and terminate on December 31, 2026, provided, however, that either party may cancel the agreement by giving notice on or before June 1 of any year except 2026. The agreement would terminate 18 months after said June 1 notice unless the parties agree otherwise in writing. The governing body of the Cities and the Board of Trustees of the Fire District shall meet during the month of May of each year during the effective term of this agreement, to review the terms and conditions of this agreement and the fire protection service furnished thereunder. Any renegotiation for extension or renewal of this agreement shall be completed prior to July 1st of the year in which the change would take effect to allow the Cities and Fire District sufficient time to calculate and prepare their respective annual budgets.

SECTION TWO FIRE PROTECTION

The Cities, during the effective term of this agreement, shall make reasonable effort to furnish fire fighting and related emergency services, road and weather conditions permitting. They shall utilize paid on-call and regular firemen employed by said Cities and fire fighting apparatus and equipment owned and operated by said Cities as determined by the official in charge. Cities have no obligation to attend fires where the value of the property which might be saved would be less than the cost to the Cities attending such fire. Either or both Cities shall not be obligated to respond to any fire call with equipment fighting a then existing fire, or where in the judgment of the fire official in charge, a condition exists which would likely result in substantial damage to fire fighting equipment or would deplete available fire fighting forces to an extent of jeopardizing fire protection to the Cities.

SECTION THREE ANNUAL FEE

The Fire District shall pay to the Cities all revenues received from a five (5) mil ad valorem property tax levy on all taxable tangible property within the Fire District as authorized by Kansas law, provided such amount shall not be less than Fifty Five Thousand (\$55,000.00) Dollars. The proceeds of such tax levy and any other funds of any kind and source whatsoever to which the Fire District may be entitled as a result of said levy or the ability to levy taxes, shall be paid to the Cities with an equal amount going to each City for fire protection services rendered under this agreement. Said fire protection services payment shall be made by the Fire District within ten (10) days after the dates for distribution of taxes by the County Treasurer as provided by K.S.A. 12-1678a(c)(1). In the event said payments are not made to the Cities within said time, the Cities may terminate this agreement by providing thirty (30) days written notice of such fact to the Fire District.

SECTION FOUR CONTROLLED BURNINGS

Any person within the territory of the said Fire District desiring to initiate a “controlled burning” of yards, pastures, or deteriorated buildings, must provide notice of and obtain consent to such burning in advance, and give notice of its completion.

SECTION FIVE INDEMNITY

Cities shall not be liable in any way whatsoever to Fire District, its inhabitants, taxpayers, or employees, or to any other person, firm or corporation for failure of its fire department to attend any fire or for failure to extinguish a fire, for damage to goods, property or persons for any reason whatsoever, including but not limited to, negligence. Said Fire District agrees to indemnify and hold Cities harmless for any claim or judgment rendered against it or monies paid out in settlement or payment thereof or in cost of defense.

SECTION SIX NONEXCLUSIVE CONTRACT

This agreement shall not be considered as exclusive and the said Fire District acknowledges that the Cities may enter into similar agreements with other fire districts, municipalities, governmental agencies, persons, firms, corporations, or any other instrumentalities.

SECTION SEVEN
DISTRICT'S PUBLICATION EXPENSES

The Cities shall pay legal publication expenses of the Fire Districts which are required of said District to discharge its responsibilities under this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on their behalf respectively by the Mayors of the City of Arkansas City and the City of Winfield, Kansas, duly attested by the respective City Clerks, and by the Chairman of the Board of Trustees of Rural Fire District No. 6, Cowley County, Kansas, duly attested by the Secretary, the date and year first above written.

THE CITY OF ARKANSAS CITY, KANSAS

By _____
Diane Spielman, Mayor

ATTEST:

Tiffany Parsons, City Clerk

THE CITY OF WINFIELD, KANSAS

By _____
Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

RURAL FIRE DISTRICT NO. 6
COWLEY COUNTY, KANSAS

By _____
Michael Morgan, Chairman Board of Trustees

ATTEST:

Shawn McGrew, Secretary

RURAL FIRE DISTRICT #6

The Board of Trustees of Fire District #6 met at 8:30 a.m. on Tuesday, May 9, 2023, in the Strother Field Conference Room. Present were Chairman Michael Morgan, Secretary-Treasurer Shawn McGrew, Chad Long, Ben Grassnick, and Doug Hovey. Also present were, Winfield City Manager Taggart Wall, Chief Stuart Cassaboom, and Patrick Ramirez – Arkansas City Fire Dept., and Chief Vincent Warren Winfield Fire Department.

Chairman Michael Morgan called the meeting to order. Chad Long motioned to approve the 2023 Minutes, Benjamin Grassnick seconded, motion passed unanimously.

Chairman Morgan asked for nomination of officers. Chad Long motioned to keep the officers the same, Shawn McGrew seconded, motion passed.

OLD BUSINESS: None

NEW BUSINESS:

Item #1 – Consider New Contract - Chairman Morgan presented the new contract for consideration. The new contract will run from 1/01/2024-12/31/26. Chad Long motioned to approve, Doug Hovey seconded, motion passed unanimously.

Arkansas City Fire Department will email out a run report.

Chief Warren Winfield Fire Department passed out a run report.

Chairman Morgan asked if there was any other business at this time. There being no further business, Chad Long motioned for adjournment, Benjamin Grassnick seconded, motion carried. The meeting was adjourned at 8:41 a.m.

Shawn McGrew, Secretary-Treasurer

Approved _____ Date _____



Request for Commission Action

Date: June 15, 2023

Requestor: Taggart Wall, city manager

Action Requested: Consideration of approval of entering into Lease Purchase Agreement with Union State Bank for financing a 2023 Refuse Truck

Analysis: In 2022, as approved by the governing body, the City procured a 2023 chassis and packerbody for the refuse utility. Those funds were encumbered in the 2022 financial statements and upon delivery of the unit in 2023, the City planned to solicit bids for financing of the equipment.

The City has completed that solicitation and received two bids for the LPA:

- Union State Bank
Rate – 5.00%
Fees - \$100.00
- Community National Bank
Rate – 5.74%
Fees - \$276.16

As outlined in the Request for Terms, the lease period is 60 months and there is a clause for the City to payoff the lease early with no penalties.

Fiscal Impact: This lease is estimated at \$60,000 per year for five years and is a budgeted expense.

Attachments: Union State Bank Response Letter, LPA Ordinance, Excerpt of Minutes

(First Published in The Cowley Courier Traveler Saturday, June 24, 2023)

BILL NO. 2341

ORDINANCE NO. 4200

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 REFUSE UTILITY EQUIPMENT FOR USE IN THE CITY; AND TO APPROVE THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, under the constitution and statutes of the State of Kansas, particularly Article 12, § 5 of the Kansas Constitution and K.S.A. 12-101 *et seq.*, the City of Winfield, Kansas (the “City”) is empowered to enter into certain leases, lease purchase agreements and installment purchase agreements for the lease and/or acquisition of property; and

WHEREAS, K.S.A. 10-1116b provides in pertinent part that nothing in the provisions of K.S.A. 10-1101 *et seq.* shall prohibit a municipality from entering into a lease agreement, with or without an option to buy, or an installment-purchase agreement, if any of such agreements specifically state that the municipality is obligated only to pay periodic payments or monthly installments under the agreement as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during such municipality's current budget year, or (b) funds made available from any lawfully operated revenue producing source; and

WHEREAS, the City has a need to acquire certain Refuse Utility equipment, specifically including a fully equipped Crane Carrier LET2-40/New Way Cobra Magnum equipped 2023 Refuse Truck in the amount of \$268,266 (the “Equipment”) to be used in the City to further its governmental and public purpose as contemplated by law, but does not have sufficient moneys on hand legally available to purchase the Equipment for its use; and

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for the City to take the following actions:

1. Enter into an annually renewable lease purchase agreement (the “Agreement”) with the lessor named therein (the “Lessor”), pursuant to which the City will lease the Equipment on a year-to-year basis from the Lessor with an option to purchase the Lessor’s interest in the Equipment, a form of which has been submitted to the governing body for review.
2. Enter into an Escrow Agreement, if necessary (the “Escrow Agreement,” and collectively with the Agreement, the “City Documents”), between the Lessor, the City and the escrow agent named therein (the “Escrow Agent”), pursuant to which the proceeds of the Agreement will be deposited with the Escrow Agent and disbursed to pay the costs of acquiring the Equipment and related costs thereto.

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

Section 1. Authorization and Approval of the City Documents.

(a) The City Documents are hereby approved in substantially the form submitted to and reviewed by the governing body on the date hereof, with such changes therein as shall be approved by the Mayor and City Attorney, the Mayor's execution of the City Documents to be conclusive evidence of such approval.

(b) The obligation of the City to pay lease payments under the Agreement and as set forth therein is subject to annual appropriation and shall constitute a current expense of the City and shall not in any way be construed to be an indebtedness or liability of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by the City, nor shall anything contained in the Agreement constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the Agreement shall be construed so as to give effect to such intent.

(c) The Mayor is hereby authorized and directed to execute and deliver the City Documents on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to affix the City's seal to the Agreement and attest said seal.

Section 2. Further Authority. The City shall, and the officials and agents of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the City Documents, the other documents authorized or approved hereby, and the Equipment.

Section 3. Reimbursement. Pursuant to Treasury Regulation § 1.150-2, the proceeds of the Agreement may be used to reimburse expenditures made on or after the date which is 60 days before July 6, 2020, which is the date the City initially approved the acquisition of the Equipment.

Section 4. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication of the Ordinance or a summary thereof in the official City newspaper.

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PASSED by the governing body of the City on June 19, 2023 and signed by the Mayor.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

APPROVED AS TO FORM ONLY.

City Attorney

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June 12, 2023

City of Winfield, Kansas
Taggart Wall, City Manager
200 E 9th St
Winfield, KS 67156

RE: Lease Purchase of a new Refuse Truck

Dear Mr. Wall:

Union State Bank is pleased to offer the following commitment to provide lease purchase financing for the acquisition of a new Refuse Truck for the City of Winfield, Kansas under the following arrangement. Please feel free to call me at (620) 705-0210 if you have any questions.

LEASE PROPOSAL:

Lessee:	The City of Winfield, Kansas
Lessor:	Union State Bank
Purpose:	Lease Purchase of a Crane Carrier LET2-40/New Way Cobra Magnum equipped 2023 Refuse Truck
Lease Amount:	\$268,266.00 (subject to final amount TBD)
Interest Rate:	5.00% Fixed
Term:	5 years
Payment Structure:	10 Semi-Annual payments beginning October 2023 and ending April 2028. The City's obligation under the lease may be prepaid on April 1, 2025 and thereafter at any time, in whole, for an amount equal to the remaining principal balance plus accrued interest without penalty.



823 Main, Winfield, KS 67156
(620) 221-3040 • www.MyUnionState.com



Arkansas City • Bartlesville • Edmond • Newton • Udall • Wichita • Winfield

Collateral: Crane Carrier LET2-40/New Way Cobra Magnum equipped 2023
Refuse Truck with title vested to the City of Winfield, Kansas

Fees: Origination: \$100.00

All other fees in association with the preparation of Lease Purchase
Documentation to be borne by the Lessee.

Other Conditions: 1) The Lease will provide that upon an Event of Default or a
termination of the Lease due to non-appropriation of funds by the
City, possession and title to the Equipment as referenced in the
collateral section of this commitment letter will transfer to the
Lessor
2) Comprehensive Annual Financial Report to be provided to
Union State Bank annually.

Union State Bank reserves the right to reasonable modifications of this proposal.

Thank you again for the opportunity to provide this lease commitment proposal. Please let me
know should you require any additional information.

Sincerely,



Cory C. Helmer
SVP- Winfield President



June 16, 2023

REQUEST FOR TERMS

RE: City of Winfield, Kansas Proposed Equipment Lease Purchase Agmt for the Acquisition of a fully equipped Low-Entry Cab/Chassis w/25yd Rear Load Refuse Packer Body Truck, hereafter "Refuse Truck".

Local Financial Institutions:

Please find the enclosed term sheet requesting terms for the financing through lease purchase of a new Refuse Truck. The purchase price of the Refuse Truck is \$288,266.00 and the City received a trade-in option of \$20,000 making the total purchase price \$268,266.00. The City seeks \$268,266.00 in principal financing. We have included some additional legal and origination fees that we expect to be lower than included herein.

If interested in proposing, please return your proposed rate and fees via email to the City Finance Director at mschooley@winfieldks.org with "Refuse Truck Lease Purchase" in the Subject Line no later than June 12, 2023 at 12:00p.m.

The City reserves the right to choose the most responsive proposal and to reject all proposals.

We appreciate your attention and response.

Should you have any questions, please let me or one of our finance staff know.

Sincerely,

A handwritten signature in black ink, appearing to read "Taggart Wall", written over a horizontal line.

Taggart Wall
City Manager

CITY OF WINFIELD, KANSAS
PROPOSED EQUIPMENT LEASE PURCHASE AGREEMENT
for the acquisition of an
REFUSE TRUCK

FINANCING OVERVIEW

<i>Principal Amount</i>	\$268,266.00 (Subject to Change)
<i>Anticipated Closing Date</i>	June 2023
<i>Term</i>	5 years
<i>Payment Structure</i>	Semiannual payments beginning October 2023 and ending April 2028.
<i>Optional Prepayment</i>	The City's obligations under the Lease may be prepaid on April 1, 2025 and thereafter at any time, in whole, for an amount equal to the remaining principal balance, plus accrued interest without penalty
<i>Plan of Finance</i>	<p>The City of Winfield, Kansas (the "City") is seeking equipment lease purchase financing (the "Lease") from a selected local or regional financial institution (the "Selected Firm") for the acquisition of a Crane Carrier LET2-40/New Way Cobra Magnum equipped 2023 Refuse Truck. The Refuse Truck is referred to herein as the "Equipment".</p> <p>The Lease will provide that the City make semiannual payments to the Selected Firm to amortize the Lease principal of \$268,266.00 (subject to change). Under the Lease, title to the Equipment will be vested with the City, subject to the Selected Firm's rights under the Lease for as long as no Event of Default has occurred under the Lease. The Lease will provide that upon an Event of Default or a termination of the Lease due to non-appropriation of funds by the City as described in the following section, possession and title to the Equipment will transfer to the Selected Firm. Subject to the conditions described in the following paragraph, upon payment by the City of all amounts owed under the Lease, at maturity or upon earlier prepayment, the Lease will terminate and all rights and interest in the Equipment will remain in the City.</p>
<i>Obligation of the City</i>	<u>The payments due under the Lease are subject to annual appropriation by the City's governing body.</u> If the City's governing body fails to appropriate and budget funds for payments due under the Lease in any particular fiscal year, the Lease will terminate as of the last day of the fiscal period for which funds were appropriated. The City's obligation to make payments under the Lease is not a general obligation or an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction.
<i>Origination Costs</i>	It is anticipated that the City will incur approximately \$15,000 of costs related to the origination and legal of the Lease and has included this amount in the principal amount of the Lease shown above.
<i>Lease Purchase Documentation</i>	To be provided by the Selected Firm and subject to review and approval of Gilmore and Bell, Wichita, Kansas ("Special Tax Counsel").
<i>Interest Calculation Method</i>	Simple fixed interest, payable in arrears, 30/360 day count basis.
<i>Tax Status</i>	In the opinion of Special Tax Counsel, the interest portion of payments made by the City under the Lease will be excludable from gross income for federal income tax purposes and excluded from computation of Kansas adjusted gross income, subject to City compliance with requirements of applicable provision of the Internal Revenue Code that must be satisfied subsequent to delivery of the Lease. The Lease will be considered Bank Qualified.



Request for Commission Action

Date: June 15, 2023

Requestor: Taggart Wall

Action Requested: Consideration of CIP Program for use of ARPA SLFRF funds.

Analysis: Staff recommends the approval of a CIP Plan Resolution for the use of the funds. This plan may be revised by the Commission at any time.

We have discussed the use of these funds on several occasions. The funds must be officially obligated for use in 2024 and expended by EOY 2026.

Fiscal Impact: The City of Winfield received approximately \$1.8M in ARPA funds to be expended.

Attachments: Resolution

A RESOLUTION

ESTABLISHING a Capital Improvement Program for the use of Coronavirus State and Local Fiscal Recovery Funds authorized by the American Rescue Plan Act.

NOW, THEREFORE, 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 develop and implement a Capital Improvement Program for the use of Coronavirus State and Local Fiscal Recovery Funds authorized by the American Rescue Plan Act, hereinafter “the Plan.”

Section 2. The City of Winfield on February 6, 2023, approved Bill No. 2304 authorizing the use of Federal ARPA SLFRF funds in the amount of \$47,500 to complete a Master Water Plan and modeling of the water distribution system.

Section 3. The following is the planned City of Winfield, Kansas use and obligation Capital Improvement Program for the use of Coronavirus State and Local Fiscal Recovery Funds authorized by the American Rescue Plan Act:

Master Water Plan	\$47,500
Water Treatment Plant Improvements	\$288,200
Design/ Construction Administration	
Fire-EMS Vehicle/Equipment	\$250,000
Pike Rd. Sanitary Sewer Improvements	\$125,000
Public Safety Facility Improvements	\$1,100,000

Section 4. The City of Winfield may revise this program by resolution.

ADOPTED this 19th day of June 2023.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

Approved as to form:

William E. Muret, City Attorney

Approved for Commission action:

Taggart Wall, City Manager



Request for Commission Action

Date: June 15, 2023

Requestor: Gus Collins, Director of Utilities
Dan DeFore, Water Treatment Superintendent

Action Requested: Consideration of approval to retain an engineering firm to conduct an Ozone System Replacement.

Analysis: City of Winfield staff requested proposals from three engineering firms for the completion of an Ozone System Replacement. The purpose of the study is to complete an in-depth analysis of the current Ozone system; Our current system is over 20 years old and obsolete, and parts are not available for repairs/replacement. Our ozone system is the primary method for disinfecting water before it moves into our distribution system.

The three proposals were from the following engineering firms:

Garver
Burns McDonnell
PEC

Fees for the project design and related services were submitted with a range of \$250,000-600,000.00.

Staff initially selected the Garver firm to complete the study. After several conversations, and extensive discussions, the parties were unsuccessful in agreeing on the fee. Therefore, staff is recommending the PEC firm to complete the Ozone System Replacement.

Subject to governing body's approval - study is to begin directly. Estimated time to complete is 16 months, however 6-8 months is due to KDHE review and subsequent approval.

Fiscal Impact: This study will be paid for with federal ARPA funds allocated to the City of Winfield.

Attachments: PEC Agreement

A RESOLUTION

AUTHORIZING the Mayor and the City Clerk of the City of Winfield, Kansas to execute an agreement for engineering services with Professional Engineering Consultants for the purpose of providing professional design and construction administration services for water treatment plant ozone improvements.

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

Section 1. The Mayor and Clerk of the City of Winfield, Kansas 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 for the purpose of providing professional design and construction administration services for water treatment ozone improvements for the City of Winfield.

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

ADOPTED this 19th day of June 2023.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

Approved as to form:

William E. Muret, City Attorney

Approved for Commission action:

Taggart Wall, City Manager

June 15, 2023

Gus Collins
Director of Gas & Wastewater Utilities
City of Winfield
P. O. Box 646
200 E. 9th
Winfield, KS 67156-0646

Reference: AGREEMENT for Winfield WTP Ozone Improvements
City of Winfield
PEC Project No. 35-230635-000-0943

Dear Mr. Collins:

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 net 30 days from invoice date. Unpaid balances 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.

Gus Collins
City of Winfield
Winfield WTP Ozone Improvements
June 15, 2023
Page 5

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.

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.



Sarah Unruh, PE
Project Engineer

SCU:ev

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By:  , Signatory

Printed Name: Ryan W. Glessner, P.E.

Title: VP Civil Municipal and W/WW Engineering

Date: 6/15/2023

ACCEPTED:

CITY OF WINFIELD

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

A. Project Description:

1. The Project shall include replacement of the existing ozone disinfection system including nitrogen boost system, injection system, ozone generators, and evaluation of the existing controls and SCADA monitoring. The project also includes evaluation and needed repairs to the precast building and disinfection basin, and replacement of the building HVAC components.

B. Anticipated Project Schedule:

1. PEC shall commence its services on the Project within 7 days after receiving CLIENT's notice to proceed.
2. PEC and CLIENT anticipate that the design duration to complete construction documents will be approximately 16 months after receiving Notice to Proceed.
3. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any 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) Existing Conditions Report
 - b) Basis of Design Report
 - c) Construction Document Narrative, Plans and Book Specifications
 - i. 30% and 60% submittals
 - d) Permit/100% Construction Document Plans and Book Specifications

D. Scope of Services:

1. Project Management:
 - a) Project management tasks to include development and management of the project schedule, preparation and distribution of meeting minutes, progress reports, and client communications.
 - b) Development of data request for drawings, water flow and quality data, and other information as identified as necessary for the design project.
 - c) Kick-off meeting with the CLIENT to confirm the scope items, establish a project schedule, and discuss initial design items. An initial pre-design site visit will be conducted in conjunction with the Kick-off meeting to assess existing conditions and discuss operations and controls.

2. Survey Services:
 - a) Conduct terrestrial LiDAR scanning of the interior of the existing ozone building upper level.
3. Preliminary Design:
 - a) Existing Conditions Evaluation
 - i. Visually observe the above-grade existing ozone building structure and exterior of the disinfection basin, and zone building mechanical and electrical systems.
 - ii. Discuss current operations, concerns, and maintenance with CLIENT and staff.
 - iii. Prepare an Existing Conditions Report outlining observations, recommendations for repairs or replacement, and estimated costs for structural, mechanical, and electrical systems.
 - iv. Review report with CLIENT and determine items to include in project.
 - b) Evaluation of Ozone System Options
 - i. Determine the ozone treatment system manufacturers to be evaluated.
 - ii. Develop a decision matrix with the CLIENT including items for comparison, scoring system, and criteria weighting. Broad categories to compare may include company information (time in business, location, installations, warranty), financial considerations (capital costs, operational costs, life cycle costs), equipment delivery times, physical dimensions and weights, and operational and maintenance requirements.
 - iii. Obtain information from selected manufacturers and develop decision matrix for review with CLIENT.
 - iv. Select manufacturer to progress to design.
 - c) Basis of Design Report (BODR)
 - i. Prepare draft BODR that outlines the proposed ozone generation system; modifications to the existing structures, equipment, and ancillary systems; treatment capabilities; and estimated construction costs.
 - ii. Review draft BODR with CLIENT.
 - iii. Address comments and submit to KDHE for review and approval.
 - d) 30% Design Documents
 - i. Prepare 30% design drawings for the ozone disinfection system replacement including site plan, ozone system schematic and schedules, ozone equipment layout, piping connections, and electrical one-line and power and controls plan.
 - ii. Prepare a specification table of contents to include front end and anticipated technical sections.
 - iii. Submit 30% design and preliminary opinion of construction cost estimate to CLIENT for review.
 - iv. Conduct an in-person review meeting with the CLIENT.

4. Final Design:

a) 60% Design Documents

- i. Prepare 60% design drawings and technical specification sections. 60% drawings to include final ozone system plans and details; structural plans and details; electrical power connections and controls; mechanical system design for replacement equipment.
- ii. Civil design to include:
 - a. Process design elements for the ozone disinfection system including all ozone system components, process piping connections and appurtenances, valves and instrumentation, and control strategy.
- iii. Mechanical design to include:
 - a. Mechanical design to include:
 - b. Provide code required exhaust per NFPA and KDHE requirements.
 - c. Provide heating for freeze protection and human comfort.
 - d. Provide cooling for electrical equipment, as necessary.
 - e. Provide domestic water and waste where required for process equipment and cleanup.
- iv. Structural design to include:
 - a. Produce design drawings and calculations (submitted if required) for the code mandated gravity, wind, seismic loads, and agreed to special loadings for new/existing building(s). Design and drawings are limited to Basic Services as defined by “National Practice Guidelines for the Structural Engineer of Record” by Coalition of American Structural Engineers, CASE (a coalition of the American Consulting Engineers Council), available upon request.
 - b. Provide miscellaneous equipment pads and supports for equipment specified by PEC.
 - c. The existing structure is assumed to be designed properly for the intended use. Perform evaluation on existing structural elements for gravity loads only to determine if the new dead or live loads exceed 105% of the original loads. For loads exceeding 105% of original loads, design reinforcing to support excess loads. (Scope does not provide for evaluation of the existing lateral load system.)
- v. Electrical design to include:
 - a. Design interior lighting system replacement as needed.
 - b. Design building electrical distribution system improvements as needed.
 - c. Design general purpose power and equipment connections.
 - d. Design modifications to existing SCADA for incorporation of new control elements.
- vi. Prepare opinion of probable construction cost estimate.
- vii. Submit 60% design documents to CLIENT for review.
- viii. Conduct and in-person review meeting with the CLIENT.

b) 100% Design Documents

- i. Determine the ozone treatment system manufacturers to be evaluated.

- ii. Develop a decision matrix with the CLIENT including items for comparison, scoring system, and criteria weighting. Broad categories to compare may include company information (time in business, location, installations, warranty), financial considerations (capital costs, operational costs, life cycle costs), equipment delivery times, physical dimensions and weights, and operational and maintenance requirements.
 - iii. Obtain information from selected manufacturers and develop decision matrix for review with CLIENT.
 - iv. Select manufacturer to progress to design.
5. Bidding Services:
- a) Prepare the advertisement for bids and post to PEC's website plan room; address bidder questions; and issue addenda as needed.
 - b) Prepare an engineer's estimate of probable construction cost and provide to CLIENT with bid tab for CLIENT use at bid opening.
 - c) Lead bid opening and complete bid tab; provide to CLIENT.
 - d) Conduct a pre-bid meeting and issue minutes.
 - e) Review received bids.
6. Construction Administration Services:
- a) Prepare Contract Documents for execution by the Contractor and CLIENT.
 - b) Coordinate and facilitate a pre-construction meeting to review project requirements, establish protocols, and set the notice to proceed date.
 - c) Review shop drawings for systems and elements designed by PEC. Review period will be ten (10) business days after received by PEC office unless other terms are agreed to by PEC and CLIENT.
 - d) Respond to RFIs generated by the contracting team. Response will be provided within seven calendar (7) days after received by PEC office unless other terms are agreed to by PEC and CLIENT.
 - e) Review and process contractor's submittals, shop drawings and material test certifications for compliance with the drawings and specifications.
 - f) Review contractor pay applications and provide to CLIENT for approval and processing.
 - g) Prepare change orders covering modifications or revisions, as needed.
 - h) Attendance at up to six (6) progress meetings as coordinated by the contractor. Contractor shall schedule meetings and issue minutes to all attendees.
 - i) Coordination of final inspection with KDHE.
 - j) Coordinate and participate in final walkthrough of project.
 - k) Develop and distribute punchlist; update and distribute as required until project completion.
7. Project Close-Out:
- a) Project close-out including issuing of substantial completion certificate, close-out items as required by KDHE, and preparation of record drawings to include pdf markups of sealed bid drawings.

E. Additional Responsibilities of CLIENT:

1. The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.
 - a) Drawings, studies, reports, utility data and other information as requested and available pertaining to the existing buildings, site, equipment, and processes.
 - b) Timely reviews of reports, design submittals, or other project documentation.
 - c) Provide right of entry for PEC's personnel and subconsultants in performing site visits, field surveys and inspections.
 - d) Participate in and provide input for review meetings, pre-bid meeting, construction progress meetings, and final inspections.
 - e) Establish and pay for a testing and inspection plan that includes all code-mandated special structural inspections to be performed.

F. Additional Services:

1. The following services can be provided by PEC at an additional cost by Supplemental Agreement:
 - a) Design engineer construction site observations in excess of the number above will be performed on an hourly basis.
 - b) Assistance with funding applications, other requirements, or communications with funding agencies.
 - c) Plan revisions, as necessary, to reduce the cost of construction after issuance of construction documents (typically referred to as "value engineering or "VE").
 - d) Construction testing, on-site inspection services, and construction staking.
 - e) Easement and right-of-way acquisition or vacation.
 - f) Platting and/or Zoning change processes.
 - g) ALTA/NSPS Land Title Survey.
 - h) Geotechnical services.

G. Exclusions:

1. The following shall be specifically excluded from the Scope of Services provided by PEC:
 - a) Design of any new structures. All work will be completed within the existing ozone building footprint.
 - b) Review of other processes, structures, or systems at the water treatment plant.
 - c) Evaluation of other disinfection treatment options.
 - d) Release of electronic files.
 - e) Design engineer construction site observations in excess of the number above will be performed on an hourly basis.

- f) Any filing or permit fees - all fees shall be paid directly to the regulatory agency/entity by the CITY.
- g) Permitting other than that required by KDHE's Bureau of Water for the proposed work.
- h) Water quality testing.
- i) Detailed SCADA and Control Panel designs — work shall be completed by the project systems integrator.

H. PEC's Fees & Reimbursable Expenses:

- 1. The following shall be specifically excluded from the Scope of Services provided by PEC:

- a) PEC's Fee for its Scope of Services will be on an aggregate lump sum basis including reimbursables in the amount of \$288,200.00.
Approximate distribution as follows:

Task	Fee
Preliminary Design	\$112,900
Final Design	\$100,700
Bidding Services	\$20,600
Construction Administration Services	\$54,000
Total	\$288,200

- b) 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: June 15, 2023

Requestor: Taggart Wall, city manager

Action Requested: Consideration of approval of quote to complete masonry restoration work on the Abbey Mausoleum

Analysis: The 2023 budget approved the use of special Cemetery Improvement Funds to be used for masonry restoration on the Abbey Mausoleum at Highland Cemetery. The Mausoleum was completed in 1914.

Two contractors have provided proposals on this work.

\$31,500- Stockton Restoration Company
\$32,682- Mid Continental Restoration Co.

Both companies have completed work for the City and across the state on historic buildings.

Staff is recommending the approval of Stockton Restoration Company. The timeline for completion is within 2023.

Fiscal Impact: The balance of the Cemetery Improvements Fund is built over time with a portion of sales dedicated to this Fund. The balance of the fund as of April 30 was approximately \$89,000. The total cost of this project is \$31,500.

Attachments: Bids, Resolution

A RESOLUTION

AUTHORIZING the Mayor and the City Clerk of the City of Winfield, Kansas to execute an agreement for contractual services with Stockton Restoration Company, Wichita, for the purpose of providing contractual masonry restoration services at the Abbey Mausoleum at Highland Cemetery.

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

Section 1. The Mayor and Clerk of the City of Winfield, Kansas 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 Stockton Restoration Company, Wichita, Kansas for the purpose of providing contractual masonry restoration services at the Abbey Mausoleum at Highland Cemetery.

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

ADOPTED this 19th day of June 2023.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager

STOCKTON RESTORATION COMPANY

702 Amos Becker Rd.
Winfield, KS 67156

Mausoleum

1. Inspect all mortar joints on entire structure.
2. Cut out and repair all cracked, deteriorated, missing, and removed mortar.
3. All new mortar to match existing as close as possible, in color and texture.
4. All mortar joints from the water table up, around entire structure, to be cut out in entirety and replace.
5. 5. Cut out all coping cap joints, backer rod, and caulk full. All caulking to be hand tooled to a smooth and concave weatherproof joint.
6. Pressure wash entire structure, restoration cleaner to be use where needed. Any cleaner used must be Non abrasive.
7. Pressure wash and repair retainer wall on front of mausoleum grounds. (credited)
8. All work to be done and materials used, shall follow all of the Kansas Historical Society Guidelines

Mausoleum - \$31,500.00

21.5 yards total
4000 PSI w/ Ash exterior mix
Hand groove all joints.
Reinforced #4 rebar and wire mesh
Broomed step faces and thickened edges.
2% slope.

All concrete on East side, steps, walk, landing, sidewalk, etc... Excluding slab landing at doorway, which is in great condition.

Concrete work - \$17,780.80

We propose hereby to furnish material and labor-complete in accordance with above specifications, in the amount of: \$49,280.80

Payment will be made as follows: 25% down (\$12,320.20) remainder due upon completion

These prices do not include sales tax or amounts for any other tax, license fees or building permits.

ACCEPTANCE OF PROPOSAL

The above specifications and conditions are satisfactory and are hereby accepted. You are Authorized to do the work as specified. Payment will be made as outlined above.

Date of acceptance _____ Signature _____



401 E. Hudson St., Fort Scott, KS 66701
Ph: (620) 223-3700 Fax: (620) 223-5052
www.midcontinental.com

July 29, 2022

Tim Nihart
Highland Cemetery
702 Amos Becker Rd.
Winfield, KS 67156

RE: Exterior Building Repairs
Highland Abbey Mausoleum – Winfield

Dear Mr. Nihart:

Attached is our revised proposal for the work to be performed on the Highland Abbey Mausoleum project. Should you have questions regarding the proposal, please feel free to contact me at (800) 835-3700.

We trust that the enclosed will meet with your approval and that we will have the opportunity of working with you on this project.

Respectfully submitted,

MID-CONTINENTAL RESTORATION CO., INC.

Clint Womeldorff
Estimator / Project Manager
Cell: (620) 215-3824
clint_womeldorff@midcontinental.com

CW/kc

Encl.



401 E. Hudson St., Fort Scott, KS 66701
Ph: (620) 223-3700 Fax: (620) 223-5052
www.midcontinental.com

PROPOSAL / CONTRACT

July 29, 2022

From: Clint Womeldorff, Estimator / Project Manager, Fort Scott, KS
Cell: (620) 215-3824 email: clint_womeldorff@midcontinental.com

To: Tim Nihart, Highland Cemetery, 702 Amos Becker Rd., Winfield, KS 67156 email:
tnihart@winfieldks.org

Subject: Exterior Building Repairs

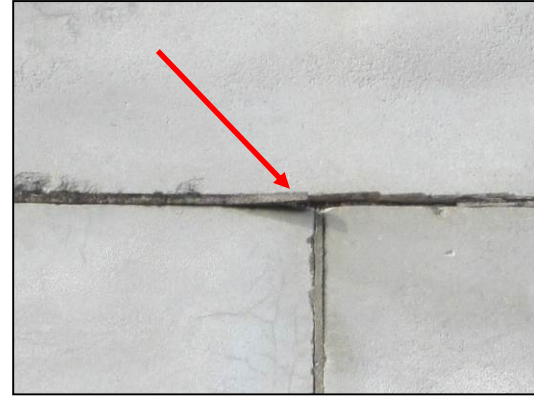
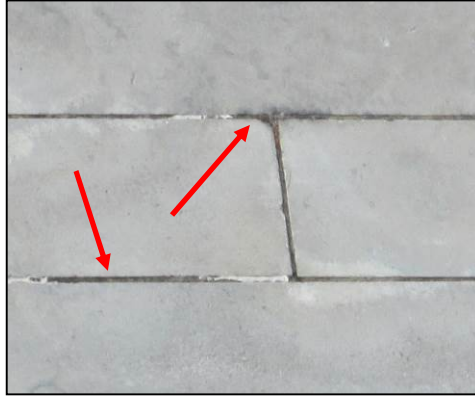
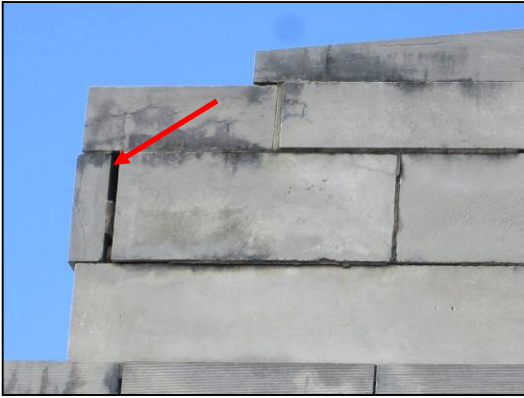
Job Name: Highland Abbey Mausoleum – 702 Amos Becker Rd., Winfield, KS 67156

BID ITEM 1: MISCELLANEOUS MASONRY REPAIRS TO THE EAST ELEVATION

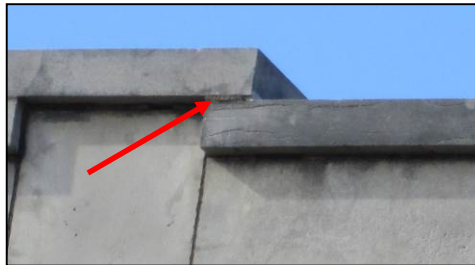


- (1) All stone surfaces of the East elevation shall be washed with pressurized water, approximately 1000 PSI, to remove all dust, dirt and residue from surface areas, leaving the surface in a reasonably clean, bright form.
- (2) A careful inspection of all mortar joints of the East elevation shall be completed and joints that are found to be void, open or defective shall be cut back to a depth ¼-inch deeper than the width of the joints, or to sound backing. All cut mortar joints and face of masonry shall be cleaned with air and/or water pressure to remove any loose or foreign residue.

- (3) Defective mortar joints that have been cut and cleaned shall then be pointed (filled and tightly packed) with a non-staining, non-shrinking, Type "N" masonry pointing mortar, colored and tooled to match the adjacent joints in appearance as closely as possible. Prior to installing the new mortar, the masonry surfaces shall be thoroughly wet, with no standing water (saturated surface dry).



- (4) The vertical head joints between all coping stones shall be cut back a minimum of ½-inch in depth, cleaned of all loose and foreign debris and then resealed utilizing a polyurethane rubber sealant, Masterseal NP100 or equal. Bond breaker tape shall be installed into the bottom of the cut joint to prevent three-sided adhesion. New sealant shall be tooled to a neat, uniform appearance and shall match the existing material in color as closely as possible.



- (5) Upon completion of the previously outlined work, all exterior masonry surfaces shall be given **one (1)** application of Prosoco's Natural Stone Treatment, a transparent, penetrating, water repellent solution. This material shall be applied in strict accordance with manufacturer's recommendations.
- (6) The **OWNER** shall be responsible for the covering of electrical wires and, in case wires cannot be covered, re-routing or shutting down of the electricity for the work to be accomplished.
- (7) The **OWNER** shall be responsible for supplying adequate water and electrical circuitries to power contractor's equipment.
- (8) During the construction phase, all precaution shall be taken to protect any other building surfaces, pedestrians, and automobiles. Mid-Continental follows all OSHA safety regulations in scaffolding and public protection. Upon completion, all surrounding surfaces of the building and premises shall be cleaned and left in an orderly fashion.

- (9) Mid-Continental Restoration Co., Inc. has been retained to perform defined installation and/or repair work on the building or at the job-site and has not guaranteed the removal or eradication of any mold/fungi/organic pathogens and other airborne contaminants. Mid-Continental Restoration Co., Inc., shall be held harmless from and against any and all claims, suits or damages resulting in anyway whatsoever from mold/fungi/organic/ pathogens or other airborne contaminants, that may be present at the job-site before, during and after Mid-Continental has completed its work pursuant to this contract.
- (10) For complete insurance coverage, see **Exhibit "A"** attached hereto. Please review the Terms and Conditions attached hereto and marked **Exhibit "A"**.

We shall accomplish the above outlined work for the sum of:

TWELVE THOUSAND, TWO HUNDRED FIFTY-THREE DOLLARS

\$12,253.00

The above price shall be valid for a period of sixty (60) days

TO ACCEPT BID ITEM 1, PLEASE SIGN BELOW

If BID 1 is accepted, please sign here:

Mid-Continental Restoration Co., Inc.

By: _____
Owner/Owner Representative Dated

By: _____
Contractor Dated

BID ITEM 2: MISCELLANEOUS MASONRY REPAIRS TO THE SOUTH ELEVATION



- (11) All stone surfaces of the South elevation shall be washed with pressurized water, approximately 1000 PSI, to remove all dust, dirt and residue from surface areas, leaving the surface in a reasonably clean, bright form.
- (12) A careful inspection of all mortar joints of the South elevation shall be completed and joints that are found to be void, open or defective shall be cut back to a depth ¼-inch deeper than the width of the joints, or to sound backing. All cut mortar joints and face of masonry shall be cleaned with air and/or water pressure to remove any loose or foreign residue.

- (13) Defective mortar joints that have been cut and cleaned shall then be pointed (filled and tightly packed) with a non-staining, non-shrinking, Type "N" masonry pointing mortar, colored and tooled to match the adjacent joints in appearance as closely as possible. Prior to installing the new mortar, the masonry surfaces shall be thoroughly wet, with no standing water (saturated surface dry).
- (14) The vertical head joints between all coping stones shall be cut back a minimum of ½-inch in depth, cleaned of all loose and foreign debris and then resealed utilizing a polyurethane rubber sealant, Masterseal NP100 or equal. Bond breaker tape shall be installed into the bottom of the cut joint to prevent three-sided adhesion. New sealant shall be tooled to a neat, uniform appearance and shall match the existing material in color as closely as possible.
- (15) Upon completion of the previously outlined work, all exterior masonry surfaces shall be given **one (1)** application of Prosoco's Natural Stone Treatment, a transparent, penetrating, water repellent solution. This material shall be applied in strict accordance with manufacturer's recommendations.
- (16) The **OWNER** shall be responsible for the covering of electrical wires and, in case wires cannot be covered, re-routing or shutting down of the electricity for the work to be accomplished.
- (17) The **OWNER** shall be responsible for supplying adequate water and electrical circuitries to power contractor's equipment.
- (18) During the construction phase, all precaution shall be taken to protect any other building surfaces, pedestrians, and automobiles. Mid-Continental follows all OSHA safety regulations in scaffolding and public protection. Upon completion, all surrounding surfaces of the building and premises shall be cleaned and left in an orderly fashion.
- (19) Mid-Continental Restoration Co., Inc. has been retained to perform defined installation and/or repair work on the building or at the job-site and has not guaranteed the removal or eradication of any mold/fungi/organic pathogens and other airborne contaminants. Mid-Continental Restoration Co., Inc., shall be held harmless from and against any and all claims, suits or damages resulting in anyway whatsoever from mold/fungi/organic/ pathogens or other airborne contaminants, that may be present at the job-site before, during and after Mid-Continental has completed its work pursuant to this contract.
- (20) For complete insurance coverage, see **Exhibit "A"** attached hereto. Please review the Terms and Conditions attached hereto and marked **Exhibit "A"**.

We shall accomplish the above outlined work for the sum of:

SIX THOUSAND, SEVEN HUNDRED NINETY DOLLARS

\$6,790.00

The above price shall be valid for a period of sixty (60) days

TO ACCEPT BID ITEM 2, PLEASE SIGN BELOW

If BID 2 is accepted, please sign here:

Mid-Continental Restoration Co., Inc.

By: _____
Owner/Owner Representative Dated

By: _____
Contractor Dated

BID ITEM 3: MISCELLANEOUS MASONRY REPAIRS TO THE WEST ELEVATION



- (21) All stone surfaces of the West elevation shall be washed with pressurized water, approximately 1000 PSI, to remove all dust, dirt and residue from surface areas, leaving the surface in a reasonably clean, bright form.
- (22) A careful inspection of all mortar joints of the West elevation shall be completed and joints that are found to be void, open or defective shall be cut back to a depth $\frac{1}{4}$ -inch deeper than the width of the joints, or to sound backing. All cut mortar joints and face of masonry shall be cleaned with air and/or water pressure to remove any loose or foreign residue.
- (23) Defective mortar joints that have been cut and cleaned shall then be pointed (filled and tightly packed) with a non-staining, non-shrinking, Type "N" masonry pointing mortar, colored and tooled to match the adjacent joints in appearance as closely as possible. Prior to installing the new mortar, the masonry surfaces shall be thoroughly wet, with no standing water (saturated surface dry).
- (24) The vertical head joints between all coping stones shall be cut back a minimum of $\frac{1}{2}$ -inch in depth, cleaned of all loose and foreign debris and then resealed utilizing a polyurethane rubber sealant, Masterseal NP100 or equal. Bond breaker tape shall be installed into the bottom of the cut joint to prevent three-sided adhesion. New sealant shall be tooled to a neat, uniform appearance and shall match the existing material in color as closely as possible.
- (25) Upon completion of the previously outlined work, all exterior masonry surfaces shall be given **one (1)** application of Prosoco's Natural Stone Treatment, a transparent, penetrating, water repellent solution. This material shall be applied in strict accordance with manufacturer's recommendations.
- (26) The **OWNER** shall be responsible for the covering of electrical wires and, in case wires cannot be covered, re-routing or shutting down of the electricity for the work to be accomplished.
- (27) The **OWNER** shall be responsible for supplying adequate water and electrical circuitries to power contractor's equipment.
- (28) During the construction phase, all precaution shall be taken to protect any other building surfaces, pedestrians, and automobiles. Mid-Continental follows all OSHA safety regulations in scaffolding and public protection. Upon completion, all surrounding surfaces of the building and premises shall be cleaned and left in an orderly fashion.

- (29) Mid-Continental Restoration Co., Inc. has been retained to perform defined installation and/or repair work on the building or at the job-site and has not guaranteed the removal or eradication of any mold/fungi/organic pathogens and other airborne contaminants. Mid-Continental Restoration Co., Inc., shall be held harmless from and against any and all claims, suits or damages resulting in anyway whatsoever from mold/fungi/organic/ pathogens or other airborne contaminants, that may be present at the job-site before, during and after Mid-Continental has completed its work pursuant to this contract.
- (30) For complete insurance coverage, see **Exhibit "A"** attached hereto. Please review the Terms and Conditions attached hereto and marked **Exhibit "A"**.

We shall accomplish the above outlined work for the sum of:

TEN THOUSAND, EIGHT HUNDRED FORTY FOUR DOLLARS

\$10,844.00

The above price shall be valid for a period of sixty (60) days

TO ACCEPT BID ITEM 3, PLEASE SIGN BELOW

If BID 3 is accepted, please sign here:

Mid-Continental Restoration Co., Inc.

By: _____
Owner/Owner Representative Dated

By: _____
Contractor Dated

BID ITEM 4: MISCELLANEOUS MASONRY REPAIRS TO THE NORTH ELEVATION



- (31) All stone surfaces of the North elevation shall be washed with pressurized water, approximately 1000 PSI, to remove all dust, dirt and residue from surface areas, leaving the surface in a reasonably clean, bright form.
- (32) A careful inspection of all mortar joints of the North elevation shall be completed and joints that are found to be void, open or defective shall be cut back to a depth ¼-inch deeper than the width of the joints, or to sound backing. All cut mortar joints and face of masonry shall be cleaned with air and/or water pressure to remove any loose or foreign residue.

- (33) Defective mortar joints that have been cut and cleaned shall then be pointed (filled and tightly packed) with a non-staining, non-shrinking, Type "N" masonry pointing mortar, colored and tooled to match the adjacent joints in appearance as closely as possible. Prior to installing the new mortar, the masonry surfaces shall be thoroughly wet, with no standing water (saturated surface dry).
- (34) The vertical head joints between all coping stones shall be cut back a minimum of ½-inch in depth, cleaned of all loose and foreign debris and then resealed utilizing a polyurethane rubber sealant, Masterseal NP100 or equal. Bond breaker tape shall be installed into the bottom of the cut joint to prevent three-sided adhesion. New sealant shall be tooled to a neat, uniform appearance and shall match the existing material in color as closely as possible.
- (35) Upon completion of the previously outlined work, all exterior masonry surfaces shall be given **one (1)** application of Prosoco's Natural Stone Treatment, a transparent, penetrating, water repellent solution. This material shall be applied in strict accordance with manufacturer's recommendations.
- (36) The **OWNER** shall be responsible for the covering of electrical wires and, in case wires cannot be covered, re-routing or shutting down of the electricity for the work to be accomplished.
- (37) The **OWNER** shall be responsible for supplying adequate water and electrical circuitries to power contractor's equipment.
- (38) During the construction phase, all precaution shall be taken to protect any other building surfaces, pedestrians, and automobiles. Mid-Continental follows all OSHA safety regulations in scaffolding and public protection. Upon completion, all surrounding surfaces of the building and premises shall be cleaned and left in an orderly fashion.
- (39) Mid-Continental Restoration Co., Inc. has been retained to perform defined installation and/or repair work on the building or at the job-site and has not guaranteed the removal or eradication of any mold/fungi/organic pathogens and other airborne contaminants. Mid-Continental Restoration Co., Inc., shall be held harmless from and against any and all claims, suits or damages resulting in anyway whatsoever from mold/fungi/organic/ pathogens or other airborne contaminants, that may be present at the job-site before, during and after Mid-Continental has completed its work pursuant to this contract.
- (40) For complete insurance coverage, see **Exhibit "A"** attached hereto. Please review the Terms and Conditions attached hereto and marked **Exhibit "A"**.

We shall accomplish the above outlined work for the sum of:

SIX THOUSAND, SIX HUNDRED FORTY-FIVE DOLLARS

\$6,645.00

The above price shall be valid for a period of sixty (60) days

TO ACCEPT BID ITEM 4, PLEASE SIGN BELOW

If BID 4 is accepted, please sign here:

Mid-Continental Restoration Co., Inc.

By: _____
Owner/Owner Representative Dated

By: _____
Contractor Dated

BID ITEM 5: ALL WORKSCOPES TO ALL ELEVATIONS AS OUTLINED ABOVE, COMBINED

- (41) There will be a *Mobilization Deduction* of **\$3,850.00** if **ALL Bid Items Options**, as described above, are accepted and completed at the same time.
- (42) The **OWNER** shall be responsible for the covering of electrical wires and, in case wires cannot be covered, re-routing or shutting down of the electricity for the work to be accomplished.
- (43) The **OWNER** shall be responsible for supplying adequate water and electrical circuitries to power contractor's equipment.
- (44) During the construction phase, all precaution shall be taken to protect any other building surfaces, pedestrians, and automobiles. Mid-Continental follows all OSHA safety regulations in scaffolding and public protection. Upon completion, all surrounding surfaces of the building and premises shall be cleaned and left in an orderly fashion.
- (45) Mid-Continental Restoration Co., Inc. has been retained to perform defined installation and/or repair work on the building or at the job-site and has not guaranteed the removal or eradication of any mold/fungi/organic pathogens and other airborne contaminants. Mid-Continental Restoration Co., Inc., shall be held harmless from and against any and all claims, suits or damages resulting in anyway whatsoever from mold/fungi/organic/pathogens or other airborne contaminants, that may be present at the job-site before, during and after Mid-Continental has completed its work pursuant to this contract.
- (46) For complete insurance coverage, see **Exhibit "A"** attached hereto. Please review the Terms and Conditions attached hereto and marked **Exhibit "A"**.

We shall accomplish the above outlined work for the sum of:

THIRTY TWO THOUSAND, SIX HUNDRED EIGHTY-TWO DOLLARS

\$32,682.00

The above price shall be valid for a period of sixty (60) days

TO ACCEPT BID ITEM 5, PLEASE SIGN BELOW

If BID 5 is accepted, please sign here:

Mid-Continental Restoration Co., Inc.

By: _____
Owner/Owner Representative Dated

By: _____
Contractor Dated

TAXES

Please Initial Applicable taxes are excluded from the price stated within this proposal. It is the owner's responsibility to provide a *Project Exemption Certificate Form PR-74*, prior to ordering materials or beginning the project. To apply for a *Project Exemption Certificate (PR-74)* please complete the attached application *Form PR-76* and fax it to (785) 296-7928, as listed on the form. You can also find additional information and request the certificate online at <http://www.ksrevenue.org/pecwelcome.html>. Once the state sends you the *Project Exemption Certificate (PR-74)*, please forward a copy to Mid-Continental Restoration for our use when ordering materials for the project. **If Form PR-74 is not received by us prior to ordering materials or beginning the project, applicable tax will be added to the stated contract price.** Mid-Continental Restoration Co. Inc. can also request the Project Exemption Certificate for you, but we will need a copy of your *Sales and Use Tax Entity Exemption Certificate Form PR-78RO* or the Kansas Exemption Number shown on the *Certificate PR-78RO*. Should you have any questions or concerns regarding the Project Exemption Certificate, please feel free to contact Lucy Gladbach at (620) 223-3700.

THE ABOVE PROPOSAL IS ACCEPTED UPON THE TERMS AND CONDITIONS SET FORTH IN EXHIBIT "A" ATTACHED.

PLEASE SIGN AND RETURN THE COMPLETE PROPOSAL TO THE HOME OFFICE. OUR COMPANY WILL RETURN A FULLY SIGNED COPY TO YOU FOR YOUR RECORDS. IF DESIRED, YOU MAY EMAIL OR FAX THE PROPOSAL ACCEPTANCE TO THIS OFFICE AT (620) 223-5052. THE EMAILED OR FAXED COPY OF THE SIGNED PROPOSAL WILL BE CONSIDERED A LEGAL BINDING DOCUMENT.

THE PROPOSAL SET FORTH HEREIN IS THE RESULT OF THE COMPANY'S INITIAL INSPECTIONS OF THE OWNER'S PROPERTY AND WAS DEVELOPED BASED UPON THE COMPANY'S EXPERIENCE IN THE INDUSTRY AND THE COMPANY'S WORK ON SIMILAR PROJECTS. MID-CONTINENTAL RESTORATION COMPANY, INC. DOES NOT EMPLOY A LICENSED ARCHITECT OR ENGINEER, THEREFORE THE "PROPOSAL" IS NOT AND SHOULD NOT BE CONSIDERED AN "ENGINEER'S REPORT" OR AN "ARCHITECT'S REPORT." AS A RESULT, THE COMPANY HEREBY DISCLAIMS ANY LIABILITY WHATSOEVER THAT MAY RELATE TO THE COMPANY'S ANALYSIS OF THE EXISTING CONDITIONS OF THE OWNER'S BUILDING AND THE COMPANY'S RECOMMENDATIONS FOR REPAIR/REMEDATION THEREOF.

EXHIBIT "A"

TERMS & CONDITIONS

LIMITED WARRANTY

Goods and material installed by Mid-Continental Restoration are the products of reputable manufacturers. Mid-Continental Restoration shall use its best efforts to obtain from each manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of equipment, goods or material that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the customer and sole obligation of Mid-Continental Restoration.

THERE ARE NO WARRANTIES, WRITTEN, ORAL, IMPLIED OR STATUTORY RELATING TO THE DESCRIBED EQUIPMENT, GOODS OR MATERIAL WHICH EXTEND BEYOND THAT DESCRIBED IN THIS PROPOSAL. THE IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE SHALL NOT APPLY AND IS EXPRESSLY WAIVED.

Mid-Continental Restoration warrants its workmanship to be free from defects for a period of one (1) year from the date of completion of installation of the above goods and material. Mid-Continental Restoration's warranty is limited to the materials and equipment which Mid-Continental Restoration or its agents or employees install. No warranty is provided for materials and equipment which Mid-Continental Restoration does not install or provide.

The foregoing proposal, subject to these terms and conditions, is submitted for customer's consideration with the understanding that it must be approved by an authorized representative of Mid-Continental Restoration after its acceptance by the customer and is not binding upon Mid-Continental Restoration until so approved in writing and delivered to the customer. When so approved, it shall constitute the entire contract between the parties and no understanding or obligations not herein expressly set forth are binding upon them.

Your acceptance of this proposal is expressly limited to the terms contained within this document. Any conditions set forth in the purchase order or in any similar communication shall not be binding nor effective unless assented to in writing by an authorized representative of Mid-Continental Restoration. Any additional terms or conditions, oral or written, express or implied, not contained within this document are not binding or controlling on the parties unless assented to in writing by an authorized representative of Mid-Continental Restoration. Any order or any statement of intent to proceed with installation or any direction to proceed with installation or acceptance of this proposal or payment in full or part for any of the work or equipment furnished shall constitute customer's assent to the terms and conditions of this proposal.

EXCLUSIONS FROM LIMITED WARRANTY. The following are *not* covered by this warranty:

Any damage to the extent it is caused or made worse by failure by the Owner, General Contractor or by anyone other than Mid-Continental Restoration, its employees, agents, contractors or subcontractors, to comply with the Warranty requirements of manufacturers of appliances, fixtures and items of equipment, or failure by the Owner to give notice to the Contractor of any defects within a reasonable time.

Any damage from the presence of mold or fungus or the creation of conditions that may contribute to the growth of mold or fungus.

Mid-Continental Restoration's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or materials hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the amount attributable to such labor, equipment, goods or material or part thereof involved in the claim. Mid-Continental Restoration shall not, under any circumstances be liable for any labor or charges without the prior written consent of Mid-Continental Restoration. Mid-Continental Restoration shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages, including, but not limited to loss of profits, revenues, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If Mid-Continental Restoration furnishes Customer with advice or other assistance which concerns any labor, equipment, goods or material furnished hereunder, or any system or equipment in which any of such equipment goods or material may be installed, and which is not required pursuant to this contract, the furnished of such advice or assistance will not subject any service to any liability, whether based on contract, warranty, tort (including negligence or other grounds).

If Mid-Continental Restoration encounters asbestos or polychlorinated biphenyl (PCB) on the site, Mid-Continental Restoration shall immediately stop work and report the condition to the owner's representative in writing. Mid-Continental Restoration shall not resume work in the affected area until the asbestos or polychlorinated biphenyl (PBS) has been removed or rendered harmless. Mid-Continental Restoration shall not be required to perform any work relating to asbestos or polychlorinated biphenyl (PCB) without its consent.

Any installation dates given in advance are estimated and are subject to prior orders with Mid-Continental Restoration. Mid-Continental Restoration shall not be liable for failure to perform or delay in performance resulting from strikes, accidents, fires, labor difficulties, transportation difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitations by the foregoing, any cause beyond Mid-Continental Restoration's reasonable control.

If on any breach of default by any party hereto in its obligations to any other party hereto, it shall become necessary for the non-defaulting party to employ an attorney to enforce or defend any of its rights or remedies hereunder, the defaulting party agrees to pay the non-defaulting party its reasonable attorneys' fees, whether or not suit is instituted in connection herewith.

This agreement plus any attachments and/or addendums (both sides) constitutes the entire agreement between the parties, and no terms or understandings not herein contained shall be valid or binding unless contained in writing signed by both parties.

Net cash upon completion of the work, unless this contract extends beyond one month (30 days), in which case Mid-Continental Restoration will be paid for work completed and invoiced monthly and the balance due upon completion of our work. Those projects extending over 30 days will be invoiced at 30-day intervals. Any accounts 30 days past due will be assessed a finance charge of 1½ % per month. Within ten (10) calendar days from commencement of this project, MCR reserves the right to invoice the Owner for all startup costs such as material purchases, equipment purchases and mobilization costs. The invoice for start-up costs will be payable to MCR within fourteen (14) calendar days from the invoice date. In the event time payments are desired, terms shall be included in the specifications and balance due secured by note.

Mid-Continental Restoration agrees to provide the following insurance coverage, subject to change without notice to Customer: (1) Worker's Compensation and/or Employer's Liability insurance – State Requirement; (2) Automobile Liability insurance with limits of at least \$1,000,000.00 combined single limit, bodily injury and property damage for injuries to person or persons involved in an accident in connection with this contract; (3) Contractor's Liability, with limits of \$1,000,000.00 combined single limit bodily injury and property damage per occurrence, \$2,000,000.00 Products/Completed Operations Aggregate; \$2,000,000.00 Policy Aggregate and (4) Excess Liability - \$5,000,000.00.

REQUEST FOR PROJECT EXEMPTION CERTIFICATE

Kansas Department of Revenue Date
915 SW Harrison St., Room 230
Topeka, KS 66612-1588

Office of Policy and Research
Telephone: (785) 296-3081
FAX: (785) 296-7928

It is requested that a Certificate of Exemption be issued to the Petitioning Authority for the following described project if it is determined by the Department of Revenue that the proposed project qualifies for exemption from sales tax under the provisions of K.S.A. 79-3606(d) - public or private nonprofit hospital, elementary or secondary school, educational institution & political subdivisions of the state of Kansas; K.S.A. 79-3606(e) - United States Government, its agencies or instrumentalities; K.S.A. 79-3606(xx) - 501(c)(3) nonprofit zoo; K.S.A. 79-3606(aaa) - 501(c)(3) religious organization or K.S.A. 79-3606(ccc) - 501(c)(3) primary care clinic.

(A) Type of project: _____
Describe Work to be Done

A. Present use of facility: _____

B. Proposed use of facility after project: _____

(B) Project location: _____
Building Number, Street Address, City, State, and Zip Code

(C) Is this project being constructed as part of a business enterprise whose sales are subject to sales tax (e.g., municipal water, electric or gas companies)? ☐ Yes ☐ No

(D) Is the Petitioning Authority authorized to levy ad valorem taxes on tangible property? ☐ Yes ☐ No

(E) A. Is this project being totally financed by industrial revenue bonds? ☐ Yes ☐ No

B. Is this project being partially financed by industrial revenue bonds? ☐ Yes ☐ No

Amount of bonds being issued for project: _____

If you answered "Yes" to A or B, you must complete the agreement on the back of this form and attach a copy of the letter of intent or resolution of intent to issue bonds.

If you answered "No" to A or B, how is the project being financed (explain type of tax, bonds, etc.)?

(F) Name of claimant owner of project: _____

(G) Starting date: _____

(H) Estimated completion date: _____

(I) Estimated project cost: _____

(J) List names and addresses of prime contractors:

(K) Contract date: _____

(L) Contract number: _____

(M) Project number: _____

Petitioning Authority

Mailing Address

Signature of Authorized Representative

City, State & Zip Code

Type or Print Name

Title

Phone Number

ONLY COMPLETE THIS PAGE IF YOU ANSWERED YES TO LINE (E) ON PAGE 1.

This agreement is made and entered into between and by the _____
_____ (name of political subdivision), hereinafter referred to as
Exempt Entity; and _____ (name of beneficiary of industrial revenue bond proceeds),
hereinafter referred to as Beneficiary.

It is hereby agreed by all parties to this agreement that the construction project for which the request for an exemption certificate is being made would be exempt from sales tax solely due to the fact that it is being financed by industrial revenue bonds. It shall be the duty of the Exempt Entity to notify the Kansas Department of Revenue when the industrial revenue bonds have actually been issued.

Whereas, the Kansas Department of Revenue deems it necessary to ensure that sales or compensating tax is paid should the project not be financed by industrial revenue bonds, it is hereby further agreed by the Beneficiary that if the industrial revenue bonds have not been issued by the time the project is completed then the Beneficiary will remit to the Kansas Department of Revenue the sales or compensating tax and applicable interest on tax which is due based upon the cost of tangible personal property or services used or consumed in the construction of the project. It is agreed that the Secretary of Revenue shall determine when the project has been completed.

The Director of Policy and Research shall have the right to demand from the Beneficiary payment of the sales and compensating tax and applicable interest due the state should the Kansas Department of Revenue not receive such payment within thirty (30) days after the project has been completed.

Any and all notices required herein shall be mailed and addressed as follows:

A. Notices to the Department of Revenue shall be addressed to: Director of Policy and Research, Kansas Department of Revenue, 915 SW Harrison St., Room 230, Topeka, Kansas 66612-1588;

B. Notices to the Exempt Entity shall be addressed to: _____

C. Notices to the Beneficiary shall be addressed to: _____

This agreement shall be binding upon all parties hereto and any and all their successors.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by persons authorized to do so lawfully and with full corporate authority.

POLITICAL SUBDIVISION

BENEFICIARY OF INDUSTRIAL REVENUE BOND
PROCEEDS

Authorized Signature

Authorized Signature

Type or Print Name and Title

Type or Print Name and Title

DATED: _____

DATED: _____

Board Members

Prfx	First Name	Last Name	Notes	BoardName	Exp
Access Advisory Board			Appointment:		Term:
	Linda	Chase		Access Advisory Board	
	Taggart	Wall	Staff	Access Advisory Board	
	Ray	Clayton		Access Advisory Board	
	Patrick	Steward	Staff	Access Advisory Board	
	Layne	Kenzy		Access Advisory Board	
	Lara	McGrew		Access Advisory Board	
	Matthew	McCauley		Access Advisory Board	
	Cheryl	Underwood		Access Advisory Board	
	Clyde	Vasey		Access Advisory Board	
	James	Watson		Access Advisory Board	

Proposed
Appointments

Board of Zoning Appeals			Appointment:	Mayor	Term: 3
	Stacy	Foster	Staff	Board of Zoning Appeals	
	Patrick	Steward	Staff	Board of Zoning Appeals	
	David	Brazil		Board of Zoning Appeals	2023
	Michael	Ledy		Board of Zoning Appeals	2023
	Derek	Koller		Board of Zoning Appeals	2024
	Willie	Tuttle		Board of Zoning Appeals	2024
	Rick	Cowlshaw	Vacancy	Board of Zoning Appeals	2025

Reappoint
Reappoint

Tom McNeish

Building Trades Board			Appointment:	City Commission	Term: 2
	Rod	Haney	Staff	Building Trades Board	
	Mark	Satterlee	Plumber	Building Trades Board	2023
	Cheri	Hulse	Architect	Building Trades Board	2023
	Mitchell	Potucek	Electrician	Building Trades Board	2023
	Brett	Thomson	Contractor	Building Trades Board	2023
	Mark	Eastman	Contractor	Building Trades Board	2024
	Karen	Harden	Realtor/LL	Building Trades Board	2024
	Chris	Johnson	Realtor/LL	Building Trades Board	2024
	Brian	Mayfield	Electrician	Building Trades Board	2024
	Patrick	Collier	Contractor	Building Trades Board	2024

Reappoint
Reappoint
Reappoint
Reappoint

City Planning Commission			Appointment:	Mayor	Term: 3
	Patrick	Steward	Staff	City Planning Commission	
	David	Brazil		City Planning Commission	2023
	Robert	Gottlob	Rural	City Planning Commission	2023
	Anne	Jarrett	Rural	City Planning Commission	2023
	Marcia	McIntire		City Planning Commission	2024
	Mike	Mildfelt		City Planning Commission	2024
	Taylor	Dory	Vacancy	City Planning Commission	2024
	Tom	McNeish		City Planning Commission	2024
	Michael	Kelley		City Planning Commission	2025
	Rick	Cowlshaw	Vacancy	City Planning Commission	2025
	Tom	Petty		City Planning Commission	2025
	Willie	Tuttle	Chairman	City Planning Commission	2025

Reappoint
Reappoint
Reappoint

Mike Ledy

Derek Koller

Prfx	First Name	Last Name	Notes	BoardName	Exp	Proposed Appointments
City-County Board of Health			Appointment:	City Commission	Term: 3	
	Melinda	Current		City-County Board of Health	2025	
Convention & Tourism Comit			Appointment:	City Commission	Term: 3	
	Emilly	Hamilton		Convention & Tourism Comm	2023	Reappoint Jace McIntire Reappoint
	Wesley	Joy	Vacancy	Convention & Tourism Comm	2023	
	Robert	McNown		Convention & Tourism Comm	2023	
	Peter	Bhakta		Convention & Tourism Comm	2024	
	Tara	Duncan		Convention & Tourism Comm	2024	
	Kaydee	Riggs-Johnson		Convention & Tourism Comm	2024	
	John	Baker		Convention & Tourism Comm	2025	
	Jamie	Adams	Vacancy	Convention & Tourism Comm	2025	
	Bart	Redford		Convention & Tourism Comm	2025	
Cowley Co Commun Corrections			Appointment:		Term: 2	
	Trudy	Yingling		Cowley Co Community Corrections	2024	
Cowley County Council on Aging			Appointment:		Term: 3	
	Scott	Schoon		Cowley Co Council on Aging	2023	Reappoint
	Kathy	Wohlgemuth		Cowley Co Council on Aging	2025	
Human Relations Commission			Appointment:	Mayor	Term:	
	Stuart	Cassaboom		Human Relations Commission		
	Michele	Chism		Human Relations Commission		
	Jamie	Chism	Staff	Human Relations Commission		
	Jane Ann	Hofmeister		Human Relations Commission		
	Joy	Lenz		Human Relations Commission		
	Steve	McCann		Human Relations Commission		
	Beth	McCann		Human Relations Commission		
	Bob	McGregor		Human Relations Commission		
	Jennifer	Passiglia		Human Relations Commission		
	Kaitlyn	Pressnall		Human Relations Commission		
Juvenile Corrections Adv Board			Appointment:	City Commission	Term: 3	
	Letitia	Quarles		Juvenile Corrections Advisory Brd	2024	
Kansas Power Pool (KPP)			Appointment:		Term: 0	
	Gus	Collins	Dir #1 - voting	Kansas Power Pool (KPP)		Reappoint Reappoint
	Taggart	Wall	Alternate	Kansas Power Pool (KPP)		
KMEA Board of Directors			Appointment:	2 YR & 1 YR	Term: 2	
	Greg	Thompson	Alternate	KMEA Board of Directors		Reappoint Reappoint Reappoint
	Taggart	Wall	Director #2-1 yr	KMEA Board of Directors	2023	
	Gus	Collins	Director #1-2 yr	KMEA Board of Directors	2023	
KMGA Board of Directors			Appointment:		Term: 1	
	Gus	Collins	Director	KMGA Board of Directors	2023	Reappoint Reappoint
	Taggart	Wall	Alternate	KMGA Board of Directors	2023	

Prfx	First Name	Last Name	Notes	BoardName	Exp	Proposed Appointments
Library Board			Appointment:	City Commission	Term: 4	
	Greg	Thompson	Ex-Offic-Mayor	Library Board		
	Clayton	Crawford		Library Board	2024	
	Kris	Trimmer		Library Board	2024	
	Julie	Wilke		Library Board	2025	
	Gary	Brewer		Library Board	2026	
	Julie	St. Peter	Vacancy	Library Board	2026	Ian Otte
	Erica	Lann-Teubner		Library Board	2027	Reappoint
Dr.	Thomas	White		Library Board	2027	Joni Hopkins
Park Board			Appointment:	City Commission	Term: 2	
	Patrick	Steward	Staff	Park Board		
	Greg	Thompson	Commission	Park Board		
	Jaci	Littrell		Park Board	2023	Reappoint
	Marilyn	Albright	Vacancy	Park Board	2023	Tyler Martin
	John	Boyle		Park Board	2023	Reappoint
	Joyce	McArtor		Park Board	2023	Reappoint
	Ken	Crandall		Park Board	2024	
	Molly	Jones		Park Board	2024	
	Mark	Olney		Park Board	2024	
	Heidi	Potucek		Park Board	2024	
Senior Citizens Advisory Committee			Appointment:	City Commission	Term: 1	
	VACANT			Senior Citizens Advisory Comm	2023	
	VACANT			Senior Citizens Advisory Comm	2023	
	Janice	Irvin		Senior Citizens Advisory Comm	2023	Reappoint
	Gary	Holloway		Senior Citizens Advisory Comm	2023	Reappoint
	Lois	Tharp		Senior Citizens Advisory Comm	2023	Reappoint
	Jim	Buterbaugh		Senior Citizens Advisory Comm	2023	Reappoint
	Linda	Chase		Senior Citizens Advisory Comm	2023	Reappoint
	Candi	Fox		Senior Citizens Advisory Comm	2023	Reappoint
	Robert	Ward		Senior Citizens Advisory Comm	2023	Reappoint
	Kathy	Wohlgemuth		Senior Citizens Advisory Comm	2023	Reappoint
	Keith	Wohlgemuth		Senior Citizens Advisory Comm	2023	Reappoint
Winfield Housing Authority			Appointment:	City Commission	Term: 4	
	Rusty	Zimmerman		Winfield Housing Authority	2024	
	Troy	Moree		Winfield Housing Authority	2025	
	Linda	Chase		Winfield Housing Authority	2026	
	Roxann	Taylor		Winfield Housing Authority	2026	
	Charissa	Wall		Winfield Housing Authority	2026	
Wm Newton Memorial Hospital			Appointment:	City Commission	Term: 5	
	Joan	Cales		Wm Newton Memorial Hosp Board	2023	Reappoint
	Diane	Lawrence		Wm Newton Memorial Hosp Board	2024	
	Tom	Herlocker		Wm Newton Memorial Hosp Board	2025	
	Gail	Sawyer		Wm Newton Memorial Hosp Board	2026	
	Steve	McSpadden		Wm Newton Memorial Hosp Board	2027	



Request for Commission Action

Date: June 14, 2023

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

Action Requested: Approval of loader bucket purchase.

Analysis:

The requested action is to approve the purchase of a new loader bucket. This is a hydraulic loader attachment bucket that is used for picking up trees and brush, spreading material, and excavating large amounts of material. The existing bucket has been utilized for nearly 20 years and has been rebuilt several times.

Quotes were received from CAT as well as Dymax Attachments with CAT providing the low quote of \$29,400.

Fiscal Impact: This was an item included in the 2023 budget for equipment purchases.

Attachments: Quotes

FOLEY
EQUIPMENT



FOLEY INDUSTRIES

Foley Equipment Company * Foley Power Solutions
Foley Rental * Foley RIG360 Truck Centers * SITECH

1550 S West Street, Wichita, KS 67213 (316) 943-4211
For credit inquiries on your account, please call (316) 529-5845.

SOLD TO

CITY OF WINFIELD
PO BOX 646
WINFIELD KS 67156-0646

SHIP TO

LAB

INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER			STORE	DIV	SALESMAN	TERMS	PAGE
S1078801	06-09-23	146510	*			50	G	009	2	1
PSO/WO NO.	DOC. DATE	PC	LC	MC	SHIP VIA				INVOICE SEQ. NO.	
S10788	02-14-23			1G					798632	
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING			ID NO	
DX	BK38FP35MP	171733				.00			WGO00024	
QUANTITY	ITEM	* N/R	DESCRIPTION				UNIT PRICE		EXTENSION	

CUSTOMER CONTACT: GLENN PAPPAN
TAX EXEMPTION LICENSE KS0XFR70CV

EQUIPMENT SALE

DYMAX MODEL BK38FP35MP

WHEEL LOADER 938/IT38 BUCKET

1.0 ID NO: WGO00024 SERIAL NO: 171733 29400.00

REF: DX-BK-MP-3.5

1.0 DX-BK-MP-3.5 DYMAX DX-BK-MP-3.50CYD-WL-60,
1.0 BUCKET-MULTI PURPOSE- 3.50CYD
1.0 CAPACITY- WHEEL LOADER-CLASS 60
1.0 FOR A 938F LOADER, EQIP W/
1.0 BALDERSON COUPLER

TERMS: PAYMENT DUE UPON RECEIPT OF INVOICE

THANK YOU FOR YOUR BUSINESS

** INVOICE COPY **

PLEASE REMIT TO:
PO Box 200705
Dallas, TX 75320-0705

USD

PAY THIS
AMOUNT ➤

29400.00

AMOUNT
CREDIT ➤

ALL EQUIPMENT, PARTS OR SERVICES PROVIDED UNDER THIS INVOICE WERE DONE IN
ACCORDANCE WITH FOLEY'S STANDARD TERMS OF SALE AND NO OTHER TERMS AND
CONDITIONS SHALL APPLY UNLESS SIGNED IN WRITING BY AN AUTHORIZED
REPRESENTATIVE OF FOLEY.

THANK YOU FOR YOUR BUSINESS!

CUSTOMER ORIGINAL

FOLEY_S

Glen Pappan

From: Kaycia VanSickle <kaycia@dymaxattachments.com>
Sent: Thursday, February 9, 2023 3:05 PM
To: Glen Pappan
Subject: Re: DX-Bk-MP- mulipurpose bucket

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please see below. Current lead times are 16-18 weeks ARO.

DX-BK-MP-3.50cyd-WL-60 = \$34,237, freight not included.

Bucket - Multi-Purpose - 3.50 cyd capacity - Wheel Loader - Class 60

Standard Features:

- replaceable bolt on cutting edge on dozer
- replaceable bolt on cutting edge on leading clamshell
- drilled to accept teeth & segments on leading clam edge

Widthrange * Subject to machine arrangement and edge configuration
106-108"

CIR1 - Auxiliary, Type two way, GPM (min/max) 15-25, PSI (max) 3,000
Not provided with jumper hoses to machine lines.

On Thu, Feb 9, 2023 at 1:45 PM Carl Williams <carlw@dymaxattachments.com> wrote:

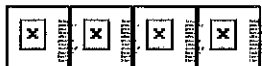
Can you please update them on this. I will send what I sent them last year. I believe when I had talked to him on the phone, I had encouraged them to go through Foley and had quoted full list price.



Carl Williams

Ph: 785-370-0208
Cell: 785-617-0827

<https://dymaxinc.com/>



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----- Forwarded message -----

From: Glen Pappan <gpappan@winfieldks.org>
Date: Thu, Feb 9, 2023 at 12:27 PM



Request for Commission Action

Date: June 1st, 2023

Requestor: Robbie DeLong

Action Requested: Enter into an agreement with FLOCK Safety for the purchase of six (6) FLOCK fixed License Plate Reading (LPR) cameras.

Analysis: The Winfield Police Department has been working with FLOCK Safety over the past several months on a trial and evaluation of their fixed License Plate Reading (LPR) cameras. As mentioned in previous meetings the function of FLOCK cameras is to capture vehicles as they travel past the camera (rear of the vehicle) to include the license plate on the vehicle. This information is stored in the FLOCK system for thirty days and then it is purged from the system. This system has the ability to immediately notify on duty police officers if a stolen vehicle or stolen license plate is captured on one of the cameras. The system can also be searched as part of a criminal investigation. This feature has shown great promise in the ability to solve cases due to information gathered by these cameras.

If Winfield agrees to enter into this agreement, it will also allow officers access to other jurisdictions FLOCK data as well which would expand investigative capabilities. The department has also used FLOCK data to conduct vehicle counts in different areas (most recently the department used this data to run averages in preparation of the 150th birthday parade).

Fiscal Impact: FLOCK safety charges a flat rate of \$2,500.00 dollars per camera per year (this price was recently increased to \$3,000 but they will honor the old price for the duration of the contract). For the first year FLOCK charges a one-time implementation fee of \$650.00 per camera. For 2023 the cost would be \$18,900.00 for six cameras, and for years 2024-2027 would be \$15,000.00. The contract total for the entire five years would be \$78,900.00.

Attachments: FLOCK contract, Chief DeLong's Memo to commission from April 27th, 2023.

Flock Safety + Winfield PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jim Fink
jim.fink@flocksafety.com
7202339573

flock safety

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features	
Simplified Search	<p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> • Vehicle make • Body type • Color • License plates <ul style="list-style-type: none"> ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition • Decals • Bumper stickers • Back racks • Top racks
National and Local Sharing	<p>Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p><i>California SVS</i> <i>FDLE</i> <i>FL Expired Licenses</i> <i>FL Expired Tags</i> <i>FL Sanctioned Drivers</i> <i>FL Sex Offenders</i> <i>Georgia DOR</i> <i>IL SOS</i> <i>Illinois Leads</i> <i>NCIC</i> <i>NCMEC Amber Alert</i> <i>REJIS</i> <i>CCIC</i> <i>FBI</i></p>
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

Out-of-Box Software Features (Continued)

Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
<p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <p>√ 1 Standard LPR Camera</p> <p>√ Unlimited LTE data service + Flock OS platform licenses</p> <p>√ 1 DOT breakaway pole</p> <p>√ Dual solar panels</p> <p>√ Permitting, installation, and ongoing maintenance</p>	<p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <p>√ 1 LPR Camera</p> <p>√ Unlimited LTE data service + software licenses</p> <p>√ 1 portable mount with varying-sized band clamps</p> <p>√ 1 Charger for internal battery</p> <p>√ 1 hardshell carrying case</p>	<p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <p>√ 1 Long-Range LPR Camera</p> <p>√ Computing device in protective poly case</p> <p>√ AC Power</p> <p>√ Permitting, installation, and ongoing maintenance</p>

Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	<p>We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge.</p> <p><i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i></p>
Public Relations	<p>Government Affairs</p> <p>Get support educating your stakeholders, including city councils and other governing bodies.</p> <p>Media Relations</p> <p>Share crimes solved in the local media with the help of our Public Relations team.</p>



EXHIBIT A
ORDER FORM

Customer: Winfield PD
Legal Entity Name: Winfield PD
Address: 812 Millington St Winfield, Kansas 67156

Initial Term: 60 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$15,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	6	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	6	\$3,900.00

Subtotal Year 1: \$18,900.00
Annual Recurring Subtotal: \$15,000.00
Discounts: \$15,000.00
Estimated Tax: \$0.00
Contract Total: \$78,900.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$18,900.00
Annual Recurring after Year 1	\$15,000.00
Contract Total	\$78,900.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$15,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety’s maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect’s license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: Winfield PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 24 day of May 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“*Retention Period*”). Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “*Support Services*”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies; the competitive strength of, or market for, Flock’s products or services; such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not

diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform

all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving

Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other

than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing

authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“Cure Period”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 10.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Agency or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Public Disrepute.** In the event Customer or its employees become the subject of an indictment, arrest, public disrepute, contempt, scandal or behaves in a manner that, in the reasonable judgment of Flock, reflects unfavorably upon Flock, and/or their officers or principals, licensees, such act(s) or omission(s) shall constitute a material breach of this Agreement and Flock shall, in addition to any other rights and remedies available to it hereunder, whether at law or in equity, have the right to elect to terminate this Agreement.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).



FLOCK Safety Update

Winfield City Commission April 27th, 2023

The Winfield Police Department has been working with a company called "FLOCK Safety" over the past several months testing their technology. FLOCK Safety is a company out of Georgia and initially they started in license plate reading technology (LPR) for law enforcement. They have since branched out into a more robust investigations and surveillance company.

FLOCK technologies utilize fixed cameras that are strategically placed near roadways, (it should be noted this same technology has been in use in this area for many years primarily on the Kansas Turnpike). These cameras only capture vehicles traveling away from the camera, FLOCK's software collects the vehicle's license plate as well as photographs of the vehicle so Make Model and color will be stored as well. This data is kept securely on FLOCK's cloud servers for approximately 30 days and then the data is purged. FLOCK's software also allows law enforcement agencies to upload photographs or still images from other investigative means into the system and the software will cross reference these images with stored data the LPR cameras have already collected. For an example there was a case in the Wichita area where investigators were searching for a suspect vehicle, they were able to upload known photographs of the suspect vehicle as well as the license plate and the FLOCK system was able to provide them with travel information which eventually led to an apprehension. It should be noted that the information obtained through this system is secure. The information as well as any searches of the FLOCK system can only be accessed through a verified law enforcement agency all search activity is tracked so if there is a suspected case of misuse of the system each keystroke in the system is tracked and each officer/user must set up their own account. The system also allows for immediate notifications to be sent out to officers in the field. Currently the Winfield Police Department has notifications set up to be sent out to officers' issued work cell phones so if there is a reported stolen vehicle or license plate that is observed by a FLOCK camera in our area an immediate notification is sent out via text message to city owned cell phones.

The Winfield Police Department and the Cowley County Sheriff's Office recently partnered on a trial period for FLOCK Safety. This trial allowed the placement of approximately 20 cameras in the Cowley County area. Currently there are approximately eight (8) cameras that directly impact Winfield. This includes one camera on Winfield City Lake Property. A complete list and locations of cameras in and around Winfield will be included in this update. Over the trial period the department has seen success with the program. As of recent there have been two apprehensions that were both directly related to the FLOCK system. The most recent was on April 21st of this year, officers on routine patrol received a notification that a stolen license plate had been detected entering the city limits. The vehicle was eventually tracked and recovered in the parking lot of a local business. The system was also used to track an individual who had mental health issues and who was also in possession of a stolen rental car. The FLOCK camera system showed the vehicle at Winfield City Lake and using other cameras the vehicle was eventually located in the south end of Cowley County. Another case where FLOCK was beneficial was helping prove the "alibi" of an individual suspected in an arson. The individual had been developed as a



suspect but claimed that they were not in the city during the time the incident occurred. FLOCK cameras tracked the individuals' movements exactly as they had claimed thus allowing investigators to move onto other information in the case. Officers have also used the system twice in the past two weeks for missing person reports, in both cases the individual went missing in a vehicle and the use of the system allowed officers to shrink down the scope of the search. The last incident where FLOCK has proven helpful during this trial period was when the Wichita Police Department was looking for an individual as a suspect in a homicide investigation they were working on. There was information that the suspect may have ties to Cowley County one of our data entry analysts not only found data where the suspects vehicle had been in Winfield, they were able to show that the vehicle had changed license plates and this new license plate was then sent out to other law enforcement agencies. This information would not have been captured and disseminated without the images collected by the FLOCK cameras.

The use of FLOCK in Winfield would also open a network of information with area law enforcement partners. This includes the Sumner County Sheriff's Office, the Wellington Police Department, Mulvane Police Department, Derby Police Department, and the Wichita Police Department. Currently through the FLOCK system our agency has access to all cameras from the law enforcement agencies mentioned above, this is another area that sets FLOCK apart from its competitors.

A goal for the department would be to start this program with four to six cameras and work towards expansion, there is potential for growth since FLOCK recently announced that they are now able to upload their software to any camera that meets their minimum standards. An example of this could be the cameras at the new public safety building, new cameras at city owned parks. As they continue to branch out, they are moving towards a more unified security solution so any of these cameras could be used as LPR's or as security cameras where the data is still uploaded and accessible in one online system. Other options for expansion are the use of community partners. Other jurisdictions have had success partnering with school districts, local businesses, and homeowner's associations to help offset the cost of expansion.

Cost of the system: Since all the equipment is owned and maintained by FLOCK (except for any cameras the city owns but wants to run FLOCK software) the cost model is a flat rate per camera per year. The department was quoted \$2,500 dollars per camera in August of 2022. We were recently notified the price had increased to \$3,000 per camera per year but FLOCK has indicated that if we enter a contract (options up to five years in duration) they will cap the price per camera at \$2,500 dollars for the duration of the contract.

In closing it is the analysis that this program has already shown to be beneficial in several investigations, it is a very robust system, and we believe we are only beginning to learn its capabilities and what it can do to enhance not only crime prevention but also aid in investigations of crimes already committed. There may be opportunities for the city to increase its security capabilities with the option to add other city owned cameras (at a much cheaper cost than a FLOCK owned camera) to the system so more information can be stored in one area where our officers and analysts can access it staff is unaware of any competitor that can provide the product to achieve these same results. Staff will provide



more information including camera location and examples of what the data looks like at the Work Session meeting.

Thank you for your time and consideration in this program,

Robbie DeLong

Chief of Police