

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, February 05, 2024
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDERMayor Brenda K. Butters
ROLL CALLCity Clerk, Tania Richardson
MINUTES OF PRECEDING MEETINGTuesday, January 16, 2024

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 2405 – A Resolution – Authorizing and directing the City Manager of the City of Winfield, Kansas to execute a facilities agreement between the City of Winfield and Aging Projects, Inc., Hutchinson, Kansas, regarding the lease of the Senior Center.

Bill No. 2406 – A Resolution – Authorizing the Mayor and City Clerk of the City of Winfield, Kansas to execute documents necessary for the purchase of real estate between The Nazarene Church of Winfield, Cowley County, Kansas, and the City of Winfield, Kansas regarding a certain tract of land near Pike Rd., Winfield, Kansas.

Bill No. 2407 – A Resolution – Authorizing and authorizing the filing of certain temporary easements necessary to construct street and drainage improvements.

Bill No. 2408 - A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute CCLIP (SP) Resurfacing Project Agreement No. 31-24 for Project No. 018 U-2511-01 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.

OTHER BUSINESS

- Authorize the City Manager to initiate a purchase order for the commencement of the project with Tyler Technologies, focusing on Municipal Justice.
- Executive session to discuss acquisition of property

ADJOURNMENT

-Next City Commission Work Session will be Thursday February 15, 2024, at 4:00 pm.
-Next regular meeting 5:30 p.m. Tuesday, February 20, 2024.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
January 16, 2024

The Board of City Commissioners met in regular session, Tuesday, January 16, 2024 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Brenda K. Butters presiding. Commissioners Gregory N. Thompson and Ronald E. Hutto were also present. Also in attendance were Taggart Wall, City Manager; and Tania Richardson, City Clerk. Other staff members present were Gus Collins, Director of Utilities; and Patrick Steward, Director of Public Improvements.

Mayor Butters noted all Commissioners present.

Commissioner Hutto moved that the minutes of the January 2, 2024 meeting be approved. Commissioner Thompson seconded the motion. With all Commissioners voting aye, motion carried.

OATHS OF OFFICE

City Clerk Richardson administered the Oath of Office to Mayor Brenda K. Butters.

BUSINESS FROM THE FLOOR

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

NEW BUSINESS

Bill No. 2402 – A Resolution – Authorizing the City Manager and the City Clerk of the City of Winfield, Kansas to execute a Utility Agreement No. 006242032 between the Secretary of Transportation of the State of Kansas and the City of Winfield, Kansas, providing contractual terms and conditions related to the adjustment, alteration, or relocation of City facilities so the Secretary may construct certain projects and the City may maintain present services. City Manager Wall Explains that these Resolutions are Utility Agreements between the City and the Secretary of Transportation for the relocation of utilities adjacent to Strother Field for a planned highway realignment. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 2402 was adopted and numbered Resolution 0224.

Bill No. 2403 – A Resolution – Authorizing the City Manager and the City Clerk of the City of Winfield, Kansas to execute a Utility Agreement No. 006242033 between the Secretary of Transportation of the State of Kansas and the City of Winfield, Kansas, providing contractual terms and conditions related to the adjustment, alteration, or relocation of City facilities so the Secretary may construct certain projects and the City may maintain present services. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 2403 was adopted and numbered Resolution No. 0324.

Bill No. 2404 – A Resolution – Authorizing the City Manager and the City Clerk of the City of Winfield, Kansas to execute a Utility Agreement No. 006242034 between the Secretary of Transportation of the State of Kansas and the City of Winfield, Kansas, providing contractual terms and conditions related to the adjustment, alteration, or relocation of City facilities so the Secretary

may construct certain projects and the City may maintain present services. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 2404 was adopted and numbered Resolution 0424.

OTHER BUSINESS

- Consider acquisition of a new Altec Model AT41M Service Bucket truck. Director of Utilities Collins explains Electric Distribution has a five-year rotation plan for service bucket trucks, but this item was not in the annual budget as we were unable to secure a bid at the time the budget was being prepared. Commissioner Hutto moved to accept the bid from Altec for a new Model AT41M Service Bucket truck in the amount of \$255,342.69. Motion was seconded by Commissioner Thompson. With all Commissioners voting aye, motion carried.

- Consider awarding a contract for tree removal. Director of Public Improvements Steward explains the City received a bid from LG Pike for tree clearing in two areas within the City. Commissioner Thompson moved to accept the quote from LG Pike in the amount of \$25,000. Motion was seconded by Commissioner Hutto. With all Commissioners voting aye, motion carried.

ADJOURNMENT

Upon motion by Commissioner Hutto, seconded by Commissioner Butters, all Commissioners voting aye, the meeting adjourned at 5:39 p.m.

Signed and sealed this 17th day of January 2024.

Signed and approved this 5th day of February 2024.

Tania Richardson, City Clerk

Brenda K. Butters, Mayor



Request for Commission Action

Date: February 2, 2024

Requestor: Taggart Wall, City Manager

Action Requested: Consider Facility Agreement with Aging Projects Inc.- Friendship Meals

Analysis: Aging Projects Inc. has provided meals for the homebound and meals served through the Winfield Senior Center since April 1974. The current Facilities Agreement for use of dining area, kitchen, and office space located in the Community Center at Baden Square terminated in the fall of 2023. API has undergone management changes and has been delayed in contracts for 2024.

The proposed agreement term is effective from October 1, 2023, through September 30, 2024, and shall be renegotiated prior to the month of September 2024.

Fiscal Impact: The Friendship Meals program is funded by contract with the South-Central Kansas Area Agency on Aging and participant contributions. No rental fee has been exchanged between the City and API for the long term life of the contract.

Attachments: Proposed Resolution, Facilities Agreement

A RESOLUTION

AUTHORIZING and directing the City Manager of the City of Winfield, Kansas to execute a facilities agreement between the City of Winfield and Aging Projects, Inc., Hutchinson, Kansas, regarding the lease of the Senior Center.

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

Section 1. The City Manager of the City of Winfield, Kansas, is hereby authorized and directed to execute a facilities agreement between the City of Winfield, Kansas, and Aging Projects Inc., Hutchinson, Kansas, regarding the lease of Suite D of the Community Center, 700 Gary, Baden Square, a/k/a the Senior Center; a copy of which is attached hereto and made a part hereof.

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

ADOPTED this 5th day of February 2024.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Tania Richardson, City Clerk

Approved as to form:

William E. Muret, City Attorney

Approved for Commission action:

Taggart Wall, City Manager

FACILITY AGREEMENT

Aging Projects, Inc., 112 W Sherman, Hutchinson, Kansas 67501 which sponsors Meals on Wheels/Friendship Meals, and the City of Winfield, Kansas 67156, agree to the following:

1. The Community Center, located at 700 Gary Street, Baden Square Suite D, Winfield, KS 67156 are to be used by Meals on Wheels/Friendship Meals each Monday through Friday, 7:30 a.m. to 2:00 p.m., fifty-two (52) weeks per year. Excluded days shall be November 23 and 24, 2023; December 25 and 26, 2023; January 1 and 15, 2024; February 19, 2024; March 29, 2024; May 27, 2024; June 19, 2024; July 4, 2024; and September 2, 2024. Additional closing or opening dates and/or times may be requested. Meals on Wheels/Friendship Meals shall also have the right to be on the premises for reasonable periods of time both before and after the above-stated times for the purpose of organizing, preparing, cleaning up and other such activities related to its use of the premises under this facilities agreement.
2. It is agreed and understood that the City of Winfield shall be entitled to use the premises and facilities to promote senior citizens' activities and programs. Meals on Wheels/Friendship Meals has the exclusive right to use the premises during the times provided as stated in paragraph 1 above, and the City's right to use the premises shall be at other times so, as to not interfere with Meals on Wheels/Friendship Meals rights under the term of this agreement.
3. It is agreed and understood that the kitchen appliances and equipment therein, and adjoining office/food storage room on the premises shall be under the sole and exclusive control of Meals on Wheels/Friendship Meals. And shall not be used by any person, group, or organization, including the City without the consent of Meals on Wheels/Friendship Meals.
4. Dining tables and chairs are owned by Meals on Wheels/Friendship Meals but, maybe used by other groups providing the dining room and furniture are left in a clean condition.
5. The City shall pay for utilities associated with the facility.
6. It is agreed and understood that Meals on Wheels/Friendship Meals have been purchased and installed with the City's permission, certain kitchen appliances, equipment and facilities which will remain the sole and exclusive property of the buyer. Upon termination of this agreement, shall not be deemed to be fixtures. At the end of the term of the agreement or at some other mutually agreeable time, the buyer shall have the absolute and unrestricted right to remove and take said appliances, equipment, and facilities from the kitchen; provided that in the event of such removal, any damages or alterations to the premises caused by such removal shall be promptly repaired by Meals on Wheels/Friendship Meals.
7. Meals on Wheels/Friendship Meals shall be responsible for all supervision, labor, food, supplies, cleanup, and all other matters related to the preparation and serving of meals.
8. Any disputes concerning the terms and conditions of this facilities agreement or the premises or inquiries about services on said premises shall be directed to the City manager's office and the City shall direct any of its disputes or inquiries concerning Friendship meals to the director of Aging Projects.
9. Meals on Wheels/Friendship Meals and the City each waive and release any and all claims, demands or causes of action which either might otherwise have against the other for damages to or loss of property owned by the other located in or upon the premises arising from perils ordinarily insured against under standard fire and extended coverage insurance policies issued in the state of Kansas, whether such damage or loss occasioned by Meals on Wheels/Friendship Meals or the City against such perils shall contain a provision, by endorsement or otherwise, whereby the insurance carrier issuing the same shall acknowledge that Meals on Wheels/Friendship Meals and the City have so waived and released their right or recovery against the other, and each policy shall waive the right of subrogation which the

insurance carrier might have otherwise had against the respective party, all without impairment or invalidation of the insurance contract.

10. Meals on Wheels/Friendship Meals agrees to hold the city harmless and indemnify them should the city become involved in litigation because of such claim, as owner of the premises, caused by an act, failure to act, or other negligence of meals on Wheels/Friendship Meals, its officers, employees, agents, subcontractor, lessees, or licensees, arising out of the use of the designated facility.
11. The City shall provide fire and extended coverage benefits for the building and the contents owned by the city and commercial general liability for the city. Meals on Wheels/Friendship Meals agrees to obtain and maintain commercial general liability insurance with limits not less than \$1,000,000.00 each occurrence, \$100,000.00 personal and /or advertising injury, \$1,000,000.00 products completed/operations aggregate and \$1,000,000.00 general aggregate, \$1,000,000.00 fire damage legal liability and statutory worker's compensation insurance. The city shall be named as an additional insured on Meals on wheels/Friendship Meals general liability policy. Meals on Wheels/Friendship Meals shall keep on file with the clerk of the city a certificate of insurance that shows compliance with its obligations as set forth herein.
12. Meals on Wheels/Friendship Meals will not engage in any unlawful, illegal, or unreasonable conduct or acts deemed by the city to be inappropriate in such a facility or do anything by which any policy of insurance on the property would be cancelled or annulled, or which would subject the city to criminal prosecution or suit for damages by any person or other entity.
13. Meals on Wheels/Friendship Meals shall not lease or sublet the premises nor assign this agreement without the written consent of the city, provided however, the city shall not unreasonably withhold such consent.
14. That no one shall be discriminated against based on race, religion, color, sex, disability, national origin, or ancestry.
15. Upon termination of the is agreement, Meals on Wheels/Friendship Meals, within a reasonable time vacate said premises and deliver the same to the city in as good a condition as they are now, reasonable wear and tear and damage by the elements excepted; provided, however, nothing herein shall in anyway affect Meals on Wheels/Friendship Meal rights provided for in paragraph 6 in this agreement.
16. It is agreed that Meals on Wheels/Friendship Meals shall not make any alterations to the structural portion of the facility or make any alterations to the interior of the building without the written consent of the city.
17. Should the premises or some part thereof be condemned or damaged or injured by fire or other casualty so that it is unusable by Meals on Wheels/Friendship Meals for the operations contemplated by it, the city will, at the city's option, rebuild or repair the premises within a reasonable time. If the city does not do so, this agreement shall terminate.
18. Meals on Wheels/Friendship Meals agrees to observe and comply with all laws, regulations, rules, orders, and ordinances pertaining to its possession, use and occupancy of the premises as now existing or hereinafter promulgated Federal, State, County or Governmental authorities asserting requisite jurisdiction and to pay all costs, expenses, penalties, and claims arising out of its non-compliance therewith. Food preparation and health code certificates will be kept current and posted as required.
19. Unless sooner terminated pursuant to the provisions herein set forth, the term of this facilities agreement shall be from the date of execution to September 30, 2024.

20. That Kansas Department of Agriculture standards of kitchen cleanliness shall be enforced by Meals on Wheels/Friendship Meals.

21. That this Facility Agreement is effective from October 1, 2023, through September 30, 2024, and shall be renegotiated prior to the month of September 2024.

THE CITY OF WINFIELD, KANSAS

AGING PROJECTS, INC.

_____ Date: _____

_____ Date: _____

City Manager

Dan Hartman
President of Board of Directors

AGING PROJECTS, INC.

_____ Date: _____

_____ Date: _____

Charles Johnston
Executive Director

President of Nutrition Council

AGREEMENT FOR THE CASH SALE OF REAL ESTATE

THIS AGREEMENT, made and entered into this 29th day of January, 2024, by and between, Church of the Nazarene, Winfield, Kansas, hereinafter referred to as Seller, and The City of Winfield, Kansas, a municipal corporation, hereinafter referred to as Buyer.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties do hereby agree to and with each other as follows:

1. The Seller hereby agrees to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property situated in Cowley County, Kansas, to-wit:

Commencing at a point 30 feet South of and 25 feet East of the Northwest corner of the Northeast Quarter of Section 33, Township 32 South, Range 4 East of the 6th P.M., City of Winfield, Cowley County, Kansas; thence East parallel to the North line of said Quarter Section 10 feet, thence South parallel with the West line of said Quarter Section 200 feet, thence West parallel with the North line of said Quarter Section 10 feet to a point 230 feet South and 25 feet East of the Northwest corner of the Northeast Quarter of said Section 33, thence North parallel with the West line of said Quarter Section 200 feet to the point of beginning, (2000 sq. ft.)

2. The Buyer hereby agrees to purchase and pay to the Seller, as consideration for the conveyance to it of the above described property, the sum of \$3,300.00 in cash at closing.

3. Buyer further agrees to pay all costs associated with moving and relocating Seller's electronic message board sign, located on the subject property.

4. The Buyer shall have the right to have the real property surveyed, at its own expense, and Seller shall allow access for said purpose. In the event the results of the survey provide a legal description that varies from that set forth herein, the same shall be corrected and shown on the deed.

5. The Seller agrees to furnish to the Buyer title insurance to the above described property, certified to date, showing merchantable title vested in the Seller, subject to any easements or other restrictions of record. The costs of title insurance shall be paid by the Buyer.

6. The Seller agrees to execute a warranty deed to Buyer and deliver the same at closing.

7. The Seller agrees to pay the 2023 and prior years' real estate taxes. The 2025 and subsequent years' taxes shall be the responsibility of the Buyer. The taxes for 2024 shall be pro-rated at closing.

8. The Buyer shall have possession of the above described premises on _____, which shall also be the date of closing, unless extended by mutual written agreement.

9. The closing agent shall be _____, and the Buyer will pay any closing costs. The fees for preparation of this agreement and the warranty deed shall be paid by Buyer.

10. The Buyer accepts the above described premises "as is", and the Seller has no obligation to make any repairs, renovations, or change the real property in any way whatsoever. Seller represents to the Buyer that to the best of their knowledge and belief, there has not been at any time during their ownership of the premises a release of any hazardous substances on, about or in the land which is the subject of this agreement, that no part of the land is or has been used at any time during Sellers' ownership as a site for any handling, treatment, storage, refining or disposal of any hazardous substances, that there are not now nor has there been during said time any underground storage tanks or any asbestos or asbestos-containing materials located in, on or about any of said land, and that no claims or demands have been asserted or made by any third parties arising out of, relating

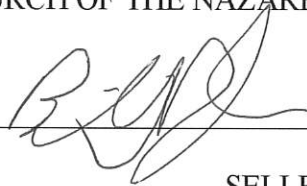
to or in connection with any hazardous substances in, on or about the property for any injuries or damages allegedly suffered or incurred by reason of the foregoing. Buyer understands and agrees that any environmental audit or other inspection is their sole responsibility, and to be done at its sole expense, and that Seller has no responsibility or liability to Buyer whatsoever for any such environmental condition or violation of any existing or hereinafter enacted federal, state, local or other environmental laws, rules, regulations or court orders.

11. This agreement shall be binding upon the parties hereto, their heirs, devisees, legatees, executors, administrators, trustees and assigns.

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

CHURCH OF THE NAZARENE

By



SELLER

THE CITY OF WINFIELD, KANSAS

_____, Mayor

BUYER

ATTEST:

Tania Richardson, City Clerk

This Agreement for the Cash Sale of Real Estate was acknowledged before me this 29th day of January, 2024, by, Church of the Nazarene.





Notary Public

My appointment expires:



Request for Commission Action

Date: February 2, 2024

Requestor: Taggart Wall, City Manager

Action Requested: Consider Purchase of ROW and Construction Easement

Analysis: As part of the long-planned Pike Rd. project, the City of Winfield and the Nazarene Church have negotiated the sale and temporary construction easement of property.

Fiscal Impact: \$3,300 for ROW and \$1,500 for temporary construction easement.

Attachments: Proposed Resolutions, Purchase Agreement and Easement Agreement

A RESOLUTION

AUTHORIZING the Mayor and City Clerk of the City of Winfield, Kansas to execute documents necessary for the purchase of real estate between The Nazarene Church of Winfield, Cowley County, Kansas, and the City of Winfield, Kansas regarding a certain tract of land near Pike Rd., Winfield, Kansas.

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, Cowley County, Kansas, are hereby authorized and directed to execute documents necessary for the purchase of real estate between The Nazarene Church of Winfield, Cowley County, Kansas, and the City of Winfield, Kansas regarding a certain tract of land near Pike Rd., Winfield, Kansas, a copy of which is attached hereto and made a part hereof.

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

ADOPTED this 5th day of February 2024.

(SEAL)

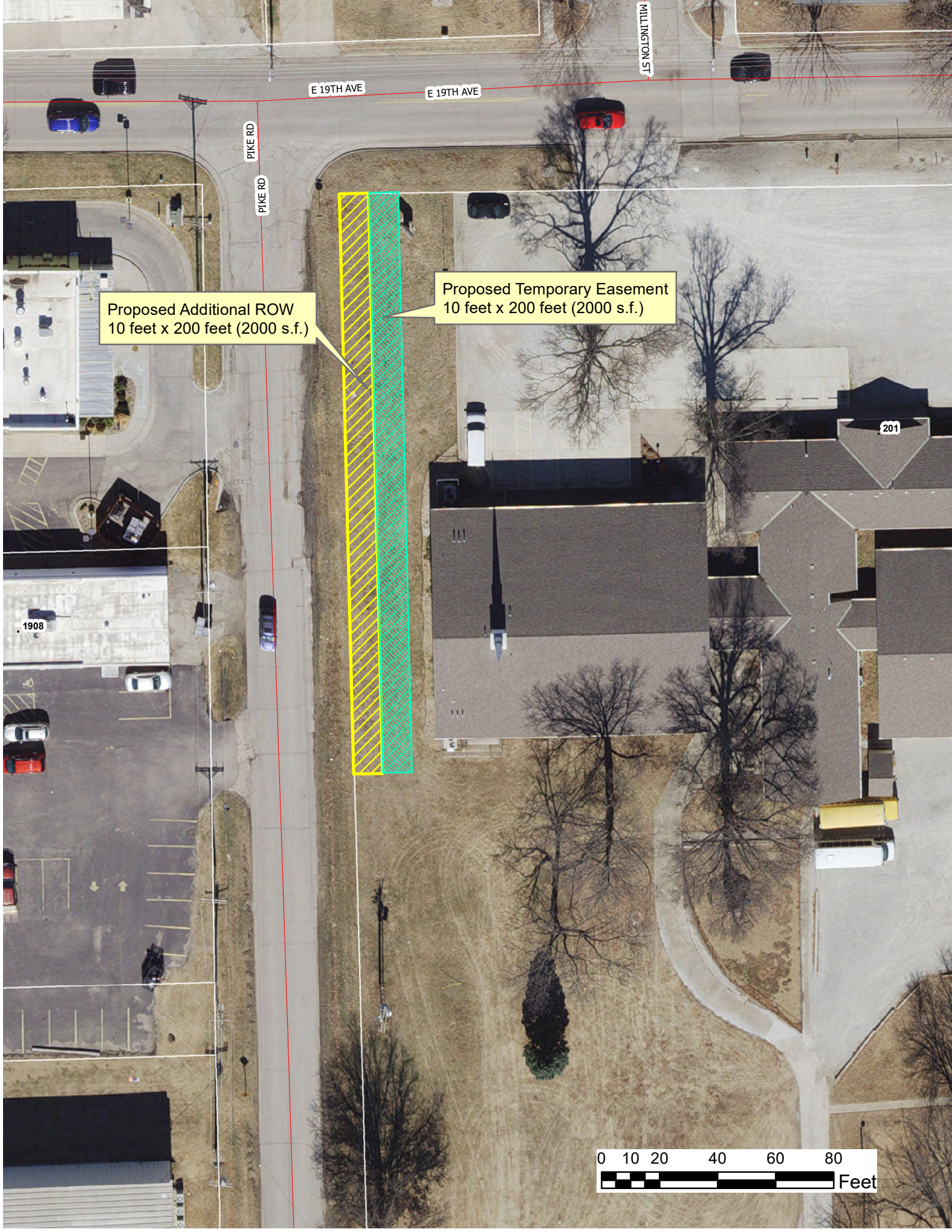
Brenda K. Butters, Mayor

ATTEST:

Tania Richardson

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

Approved for Commission action: _____
Taggart Wall, City Manager



E 19TH AVE

MILLINGTON ST

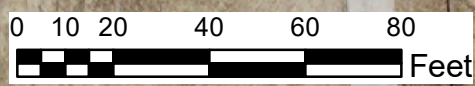
PIKE RD

Proposed Additional ROW
10 feet x 200 feet (2000 s.f.)

Proposed Temporary Easement
10 feet x 200 feet (2000 s.f.)

201

1908



A RESOLUTION

ACCEPTING and authorizing the filing of certain temporary easements necessary to construct street and drainage improvements.

WHEREAS, in order to commence said improvement project, it was necessary to acquire certain temporary easements; and,

WHEREAS, said easements have been successfully negotiated;

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, Cowley County, Kansas, are hereby authorized and directed to accept certain temporary easements necessary for the construction of certain street and drainage improvements, copies of which are incorporated hereto and made a part hereof the same as if fully set forth herein:

<u>Landowner</u>	<u>Location</u>
1. The Church of the Nazarene	201 E. 19 th Ave., Winfield, KS

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

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

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

ADOPTED this 5th day of February 2024.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Tania Richardson, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager

TEMPORARY CONSTRUCTION EASEMENT

We, The Church of the Nazarene, Winfield, Kansas, landowners, in consideration of the benefits to be obtained from the street improvements which are the subject of this easement, payment of the sum of \$1,500.00 and other valuable consideration, receipt of which is hereby acknowledged, do hereby convey and assign to the CITY OF WINFIELD, Cowley County, Kansas, a temporary construction easement for the purpose of installation, construction, maintenance, repair, and removal of said street improvements and the necessary appurtenances therefore, in, over, under, and across the real estate described as follows:

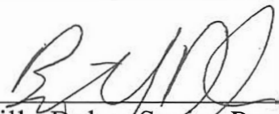
Commencing at a point 30 feet South of and 35 East of the Northwest corner of the Northeast quarter of Section 33, Township 32 South, Range 4 East of the 6th P.M., City of Winfield, Cowley County, Kansas, thence East parallel to the North line of said quarter section 10 feet, thence South parallel with the west line of said quarter section 200 feet, thence west parallel with the North line of said quarter section 10 feet to a point 230 feet south and 35 feet east of the Northwest corner of the Northeast quarter of said Section 33, thence North parallel with the west line of said quarter section 200 feet to the point of beginning, (2000 sq. ft.)

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

This temporary easement shall expire six (6) months after the completion date of the improvement project.

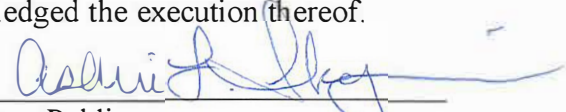
This easement is binding upon the heirs, executors, administrators, successors, trustees, and assigns of the parties hereto.

Dated this 29th day of JANUARY, 2024.


Billy Byler, Senior Pastor
The Church of the Nazarene, Winfield, Kansas

STATE OF KANSAS, COWLEY COUNTY, SS.

On this 29th day of January, 2024, before me a notary public in and for said county and state, personally appeared Billy Byler, to me known to be the person named in and who executed the foregoing instrument, and duly acknowledged the execution thereof.


Notary Public

My commission expires:



Accepted and authorized for filing in the Office of Register of Deeds, Cowley County, Kansas, this ____ day of _____ 2024, by Resolution No. _____ of the Governing Body of the City of Winfield, Kansas.

Brenda K. Butters, Mayor

ATTEST:

Tania Richardson, City Clerk

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute CCLIP (SP) Resurfacing Project Agreement No. 31-24 for Project No. 018 U-2511-01 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.

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

Section 1. The Mayor and Clerk are authorized and directed to execute for and on behalf of the City of Winfield, Kansas, CCLIP (SP) Resurfacing Agreement No. 31-24 for Project No. 018 U-2511-01 between the City and Kansas Department of Transportation giving the Secretary of Transportation of the State of Kansas authority to act for the City, and in its place and stead, to obtain for the City the benefits of State Aid and obtain the benefits of such legislation for the City on the terms and conditions set in such agreement as may be prepared and approved by the Secretary of Transportation to construct a street resurfacing project for the improvement of Main Street (US-77) from 6th Avenue to 11th Avenue, known as project No. 018 U-2511-01.

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

ADOPTED this 5th day of February 2024.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Tania Richardson, City Clerk

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

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



Request for Commission Action

Date: January 30, 2024

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

Action Requested: Approving agreement for CCLIP Project.

Analysis:

The requested action is to approve an agreement with KDOT for a CCLIP project for KDOT's fiscal 2025 year. This project would be for the surface preservation and striping of Main Street from 6th to 11th Avenue including the parking areas. Attached is a project estimate. KDOT would fund 90% of the project up to a maximum of \$400,000.

Fiscal Impact: The governing body took action in September of 2023 to allocate funds from the street sales tax dollars for the City's portion of the project.

Attachments: Estimate, Resolution & Agreement

A RESOLUTION

AUTHORIZING the execution of the Project Programming Request and Commitment of City Funds for the 2025 CCLIP Surface Preservation Project.

WHEREAS, the Kansas Department of Transportation selected the City to receive a 2025 CCLIP Surface Preservation Project; and,

WHEREAS, the project is for KDOT's 2025 fiscal year; and,

WHEREAS, prior to the project being placed on the construction schedule by the Secretary of Transportation of the State of Kansas the Project Programming Request must be executed; and,

WHEREAS, sufficient City Funds are hereby pledged to complete the project and KDOT will contribute 90% toward the project up to a maximum of \$400,000 of state funds.

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

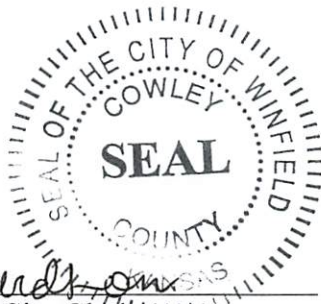
Section 1. The Mayor, Commission and Clerk of the City of Winfield, Cowley County, Kansas, are hereby authorized and directed to execute DOT Form 1302, Project Programming Request and Commitment of City Funds for the project, a copy of which is attached hereto and made a part hereof.

Section 2. The City funds which are required for the matching of State funds are hereby pledged by the City to be available to make payments for construction work and engineering on the above designated project.

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

ADOPTED this 18th day of September, 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/ps

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

PROJECT PROGRAMMING REQUEST

<input checked="" type="checkbox"/> New Project		<input type="checkbox"/> Amend Existing Project		Date:	9/18/2023
Program Year: 2025		Funding Program: CCLIP-SP (Surface Preservation)			
KDOT District		MPO		MPO TIP #	
5		N/A			
County	City	Route / Corridor		Functional Classification	
Cowley	Winfield	US-77		3 = Other Principal Arterial	
Project Sponsor / Lead Agency					
City of Winfield					
Project Mgr / Contact		Phone		E-mail Address	
Patrick Steward, City Engineer		620-221-5520		psteward@winfieldks.org	
Project Title					
Surface Preservation - US-77 (Main St.) 6th Ave to 11th Ave					
Project Length: 0.350 miles		Desired Letting Date: August 2024			
Letting Type: <input type="checkbox"/> KDOT <input checked="" type="checkbox"/> LPA <input type="checkbox"/> Force Account					
Location, Project Limits, Description, Scope of Work					
US-77 (Main St.) from 6th Avenue to 11th Avenue. 2" mill and asphalt overlay					
Purpose and Need					
Surface preservation including 2" mill and asphalt overlay, minor patching, and pavement markings for main line and parking.					
Project Benefits					
Maintain and preserve asphalt roadway.					
RR within 1/2 mile?	RR Company Name	No. of Tracks	Existing Crossing Protection		
Yes	SKOL	1	Flashing Lights and Gates		

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP), to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments. Please show your estimate of the cost for all work phases below:

Project Cost Estimate				
	Participating	Non-Participating	Total	
PE (Design)	\$ -	\$ 80,421.00	\$ 80,421.00	
Utilities	\$ -	\$ -	\$ -	
ROW	\$ -	\$ -	\$ -	
CE (Inspection)	\$ 80,421.00	\$ -	\$ 80,421.00	
Construction Total	\$ 804,215.00	\$ -	\$ 804,215.00	
Surfacing (Asphalt)	\$ 574,340.00	\$ -	\$ 574,340.00	
Signing and Pavement Marking	\$ 229,875.00	\$ -	\$ 229,875.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
Project Totals	\$ 884,636.00	\$ 80,421.00	\$ 965,057.00	

PROJECT PROGRAMMING REQUEST

BE IT RESOLVED: That sufficient funds from City of Winfield

are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the LPA are ineligible for federal funding and remain the responsibility of the LPA. Upon cancellation of the project by the LPA, the LPA shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.


Please sign below in accordance with your local policy.

Recommended for Approval:



Patrick Steward, City Engineer

Appropriate Local Officials



Mayor

ATTEST:



Tania Richardson, City Clerk



Title

Title

PROJECT NO. 018 U-2511-01
CCLIP (SP) RESURFACING PROJECT
CMS CONTRACT NO. _____
CITY OF WINFIELD, KANSAS

A G R E E M E N T

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Winfield, Kansas** (“City”), **collectively**, the “Parties.”

RECITALS:

- A. The City has applied for and the Secretary has approved a CCLIP (SP) Resurfacing Project.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The City desires to construct a street resurfacing Project on Main Street (US-77), a City Connecting Link for the State Highway System, in the City.
- D. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of state and local funds.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.

2. **“CCLIP (SP) Resurfacing Program”** means a City Connecting Link Improvement Program (CCLIP (SP)) that is a part of the KDOT Local Partnership Program with cities and counties. The state’s participation in the cost of construction and construction engineering will be one hundred percent (100%) for cities with a population between 0 to 2,499, ninety-five percent (95%) for cities with a population between 2,500 to 4,999, ninety percent (90%) for cities with a population between 5,000 to 24,999, eighty-five percent (85%) for cities with a population between 25,000 to 49,999, eighty percent (80%) for cities with a population between 50,000 to 99,999, and seventy-five percent (75%) for cities with a population equal to or greater than 100,000, up to a maximum of \$400,000.00 per fiscal year of state funds. The CCLIP (SP) Resurfacing Program is for contract maintenance only.

3. **“City”** means the City of Winfield, Kansas, with its place of business at 209 E 9th, P.O. Box 646, Winfield, Kansas, 67156.

4. **“City Connecting Link”** means a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city’s limits and is designated as part of the national system of Interstate and defense highways.

5. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

6. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

7. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.

8. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.

9. **“Design Plans”** mean design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

10. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.

11. **“Eligible / Participating Bid Items”** means all bid items that pertain to Project resurfacing and striping along the connecting link only. Items eligible for CCLIP (SP) funding include manhole adjustments, milling, overlays, aggregate or paved shoulders (if already existing), concrete pavement, thin bonded concrete overlays, joint repair, slurry seals, bituminous seals, ultra-thin bonded overlay, concrete and asphalt pavement patching, subgrade improvement, reconstruction, traffic control, transporting of salvageable material (millings), striping, traffic signal loops on the state highway and that portion of the traffic signal loops that lie inside the return on side streets, and pavement marking on the connecting link. Video-detection systems are participating, except on side streets; however, such systems will require pre-approval, as well as additional details, and a bill of materials to be included in the final design plans. Resurfacing work is participating out to the curb returns on side streets.

12. **“Encroachment”** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

13. **“Fiscal Year (FY)”** means the state’s fiscal year which begins July 1 and ends on June 30 of the following calendar year.

14. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

15. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

16. **“Non-Eligible / Non-Participating Bid Items”** means items typically non-eligible for CCLIP (SP) funding including but not limited to: bridge deck patching, utility adjustments, curb and gutter, overlay of curb and gutter, adjustment or reestablishment of survey markers, drainage appurtenances, driveways, entrances, sidewalks, sidewalk ramps, construction warranties, traffic loop construction outside the return on a side street, video detection on side streets, and construction outside of the curb and gutter. Work performed outside the Project limits on side streets, or outside the city limits is non-eligible for state participation, items with unit price changes from the let price (other than items with price adjustment specification in the bid documents) and any other items deemed non-eligible by the Secretary.

17. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.

18. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.

19. **“Project”** means mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, pavement markings, and any other pre-approved resurfacing methods for the CCLIP (SP) Resurfacing Program for Main Street (US-77), from 11th Avenue to 6th Avenue in Winfield, Kansas, and is the subject of this Agreement.

20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.

22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

23. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.

24. **“Surface Preservation” or “SP”** means a fund category, previously known as KLINK, intended to address deficiencies in or extend the life of the driving surface.

25. **“Utilities” or “Utility”** means all privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change. The City agrees to notify the Bureau of Local Projects if costs increase more than 10% over the estimate.

Party	Responsibility
Secretary	90% of Participating Costs of Construction and Construction Engineering (CE), not to exceed \$400,000.00.
City	10% of Participating Costs of Construction and CE until Secretary’s funding limit is reached. 100% of Participating Costs of Construction and CE after Secretary’s funding limit is reached. 100% of Cost of Preliminary Engineering (PE), Right of Way, and Utility Adjustments 100% Non-Participating Costs.

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Reimbursement Payments.** The Secretary will make such payment to the City as soon as reasonably possible after construction of the Project is completed, after receipt of proper billing, and attestation by a licensed professional engineer employed or retained by the City that the Project was constructed within substantial compliance of the final Design Plans and specifications.

ARTICLE IV

CITY RESPONSIBILITIES:

1. **Limited Scope.** The Project is limited to roadway resurfacing within the Project Limits. The Project roadway resurfacing may include all Eligible items as defined above. Roadway resurfacing does not include such Non-Eligible items as defined above and any other items deemed Non-Eligible or

Non-Participating by the Secretary. The City will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines (PROWAG), regardless of whether such improvements are deemed Non-Eligible/Non-Participating bid items by the Secretary for reimbursement purposes.

2. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current CCLIP (SP) Resurfacing Program for this Project.

3. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

4. **Indemnification by Contractors.** The City will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act of omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

5. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project in conformity with the current version of Section 13.0 CCLIP of the LPA Project Development Manual.

6. **Letting and Administration by City.** The City shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The City further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the City's currently approved procedures, if applicable, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

7. **Performance Bond.** The City will require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

8. **Responsibility for Adequacy of Design.** The City, and any Consultant retained by the City, shall have sole responsibility for the adequacy and accuracy of the Design Plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its Consultant's duty to provide adequate and accurate Design Plans, specifications, and estimates. Such reviews are not done for the benefit of the Consultant, the Contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, or expressed or implied warranty, to any person or entity concerning the adequacy or accuracy of the Design Plans, specifications, and estimates or any other work performed by the Consultant or the City.

9. **Design Schedule and Submission to Secretary.** The City will follow a schedule for design and development of plans that will allow the Project to be Let to contract in the programmed fiscal year; otherwise, the Secretary has the right to withdraw the Secretary's participation in the Project. If the City's Project preliminary plans, specifications, and a cost estimate (PS&E) are submitted to KDOT's Bureau of Local Projects later than May 1 of the programmed fiscal year, at the Secretary's discretion, the Project may be moved into a future fiscal year.

10. **Movement of Utilities.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other Utilities, publicly or privately owned, which may be necessary for Construction of the Project in accordance with the final Design Plans. The expense of the removal or adjustment of the Utilities and Encroachments located on public right of way or easement shall be borne by the owner or the City.

11. **Future Encroachments.** The City will prohibit future erection, installation, or construction of encroachments either on or above the Right of Way, and it will not in the future permit the erection of fuel dispensing pumps upon the Right of Way of the City Connecting Link. The City will require any fuel dispensing pumps erected, moved, or installed along the City Connecting Link be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

12. **Legal Authority.** By his or her signature on this Agreement, the signatory certifies that he or she has legal and actual authority as representative and agent for the City to enter into this Agreement on its behalf. The City agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

13. **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the design plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and in compliance with PROWAG, and FHWA rules, regulations, and guidance pertaining to the same.

14. **Permanent Traffic Control.** The City must ensure the location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, shall conform to the latest version of the MUTCD as adopted by the Secretary.

15. **Access Control.** The City will maintain control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans unless prior approval is obtained from the Secretary.

16. **Final Design Plans.** The final Design Plans will depict the Project Limits. The Eligible/Participating bid items must be shown separated and listed apart from the Non-Eligible/Non-Participating bid items on the final Design Plans, bid documents, and on the detailed billing provided by the City. The City shall have the final Design Plans signed and sealed by a licensed professional engineer.

The City will furnish to KDOT's Bureau of Local Projects an electronic set of final Design Plans and specifications. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

17. **Program Administration.** In addition to complying with all requirements contained in Section 13.0 CCLIP of the LPA Project Development Manual:

(a) The City acknowledges that funding for the Project may be cancelled if the City proceeds to advertise, Let, or award a contract for the Project, prior to receipt of notification from KDOT's Bureau of Local Projects of its completion of the final review of the plans, specifications, and estimates (PS&E).

(b) The City acknowledges that funding for the Project may be cancelled if the City awards the contract for the Project prior to its receipt of an "Authority to Award" notification from KDOT's Bureau of Local Projects.

(c) The City will provide to KDOT's Bureau of Local Projects an electronic copy of the executed contract, the completed tax exemption form (PR-76 or PR-74a) and the City's Notice of Award.

(d) After the contract for the Project is awarded, the City will promptly notify both the Project Manager of KDOT's Bureau of Local Projects and the KDOT Area Engineer to communicate the date the contractor is anticipated to begin work on the Project.

(e) The City acknowledges that any costs for work completed prior to receipt of a Notice of Actual Start Date from the KDOT Area Engineer are ineligible for participation in the Program, will be deemed non-participating costs, and shall be the responsibility of the City.

18. **Discrimination Laws.** The City will: (a) comply with the Kansas Act Against Discrimination (K.S.A. § 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. § 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. § 12101, *et seq.*)(ADA) and not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) comply with the reporting requirements set out at K.S.A. § 44-1031 and K.S.A. § 44-1116; and (d) include those provisions set forth in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such Contractor, subcontractor or vendor. If the City fails to comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation will constitute a breach of this Agreement. If the Secretary determines the City has violated applicable provisions of the ADA, the violation will constitute a breach of this Agreement. If any violation under this paragraph occurs, this Agreement may be cancelled, terminated, or suspended in whole or in part.

19. **Inspections.** The City will provide the Construction Engineering/inspection necessary to determine substantial compliance with the final Design Plans, specifications, and this Agreement. The City will require at a minimum all personnel, whether City or Consultant to comply with the high CCLIP (SP) Master – City Let (Rev. 10.01.2021)

visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the City executes an agreement for inspection, the agreement must contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

20. **Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of the funding participation in the CCLIP (SP) Resurfacing Program. The Secretary does not undertake (for the benefit of the City, the Contractor, the Consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the Contractor's errors, omissions, or deviations from the final Design Plans and specifications.

21. **Attestation.** Upon completion of the Project the City shall have a licensed professional engineer employed or retained by the City attest in an email to the KDOT Area Engineer and the Project Manager for KDOT's Bureau of Local Projects, that the Project was completed in substantial compliance with the final Design Plans and specifications.

22. **Final Acceptance.** Prior to issuing final payment to the Contractor, the City must obtain final acceptance of the Project from the KDOT Area Engineer.

23. **Accounting.** Upon request by the Secretary, the City will provide the Secretary an accounting of all actual Non-Participating costs which are paid directly by the City to any party outside of KDOT and costs incurred by the City not to be reimbursed by KDOT for Preliminary Engineering, Utility adjustments, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

24. **Reimbursement Request.** The City will request payment from the Secretary after the City has paid the Contractor in full, and a licensed professional engineer has attested in writing the Project has been completed in substantial compliance with the final Design Plans and specifications.

25. **Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered Non-Participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE V

GENERAL PROVISIONS:

1. **City Connecting Link Maintenance Agreement.** The Parties executed a City Connecting Link Maintenance Agreement regarding portions of Main Street (US-77) existing within the Winfield, Kansas, city limits which is still valid and in effect as of the Effective Date. Nothing in this Agreement modifies or invalidates the terms of the City Connecting Link Maintenance Agreement.

2. **Existing Right of Way.** The Project will be constructed within the limits of the existing right of way.

3. **Incorporation of Final Plans.** The final Design Plans and specifications are by this reference made a part of this Agreement.

4. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to this Project.

5. **Project Modification.** Any of the following Project changes require the City to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be Let
- b. Project length
- c. Project location
- d. Project scope

Items b, c, and d require an attached map to scale.

It is further mutually agreed during Construction, the City shall notify the Secretary of any changes in the plans and specifications.

6. **Civil Rights Act.** The **Civil Rights Attachment, Rev. 01.24.2023** pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

7. **Contractual Provisions.** The Provisions found in the current version of the **Contractual Provisions Attachment (Form DA-146a)**, which is attached, are incorporated into, and made a part of this Agreement.

8. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

9. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement are binding upon the Secretary and the City and their successors in office.

10. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

11. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.

12. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

13. **Severability**. If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

The signature pages immediately follow this paragraph.

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

ATTEST:

THE CITY OF WINFIELD, KANSAS

Tania Richardson, CITY CLERK

Brenda K. Butters, MAYOR

Date

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

- ☒ Civil Rights Attachment (Rev. 01/24/2023)
- ☒ Contractual Provisions Attachment (Form DA-146a)

*Note – If left unchecked, then inapplicable.

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



Request for Commission Action

Date: January 29, 2024

Requestor: Travis Brister, Information Systems Analyst II

Action Requested: Authorize the City Manager to initiate a purchase order for the commencement of the project with Tyler Technologies, focusing on Municipal Justice.

Analysis: For the past 20+ years, the City of Winfield has maintained the use of Sleuth to track and record Court entries and records. We are the last city in the state of Kansas to currently use Sleuth. Having an older system like Sleuth, we have continually run into issues with performance within the program. Getting support for these issues has become a lengthy process and issue resolution is not always a prompt process.

We have moved most of our infrastructure and operations to Tyler Munis over the last 4 years. Municipal Justice is the next step to adding another aspect of city processes into one product solution. The benefits to moving away from Sleuth to Municipal Justice are as follows:

- Easily manage and process payments from within the Munis Software while protecting sensitive data with the most advanced security encryption and processes available.
- Maintain consistent rules and workflow for court dates, fines, judgments, and document printing.
- Creating exact reports, whether for internal use or for compliance with State and Federal laws.
- Processing of Dockets is instantaneous, allowing for payments to be made and seen immediately by the Court Clerk and backup.

The comprehensive integration of Munis software not only augments our operational efficiency but also contributes significantly to the improved quality of information stored within the system. This software will allow us to automate processes that are currently done manually. It will also give us the ability to create detailed reports easily is crucial for compliance and internal analysis.

Fiscal Impact: Total cost of the conversion from Sleuth to Municipal Justice is \$59,567.00. This will come from Capital Improvements. Of that \$59,567.00, \$19,913.00 (\$6,638 per year) is recurring fees every 3 years. Sleuth has a yearly maintenance cost of \$2,586.00.

Staff Recommendation: Authorize the City Manager to initiate a purchase order for the commencement of the project with Tyler Technologies, focusing on Municipal Justice.

Attachments: Quote



Sales Quotation For:

City of Winfield
200 E 9th Ave
Winfield KS 67156-2818

Quoted By:

John Hardin

Quote Expiration:

2/14/24

Quote Name:

Municipal Justice - SaaS

Tyler Annual Software – SaaS	
Description	Annual
Municipal Justice powered by Incode	
Municipal Justice 10 Suite	
Criminal Case Manager	\$ 11,896
Cash Collections	\$ 0
Court/Police Third-Party Interface (Import or Export of Citations/Warrants/Dispositions)	\$ 5,144
Output Director	\$ 2,588
Tyler One	
Content Manager Suite	
Core	\$ 0
TOTAL:	
\$ 19,628	
Term # of Years:	3

Tyler Fees per Transaction	
Description	Net Unit Price
Municipal Justice powered by Incode	
Municipal Justice 10 Suite	
Court Case Resolution Bundle	\$ 0.00
Miscellaneous Payments	\$ 1.25

Tyler One	
Payments	
Municipal Justice Payments	\$ 0.00

Third Party Software & Hardware				
Description	Quantity	Unit Price	Extended Price	Annual
Tyler One				
Payments				
PCI Service Fee (Per Device)	1	\$ 0	\$ 0	\$ 180
Payments EMV Card Reader Purchase	1	\$ 529	\$ 529	\$ 0
Tyler Third Party				
Hardware				
Topaz Signature Pad TL462 USB with Serial Emulation TLBK462 BSB	1	\$ 525	\$ 525	\$ 105
TOTAL:			\$ 1,054	\$ 285

Services		
Description	Hours/Units	Extended Price
Municipal Justice 10 Suite		
Data Conversion Services		\$ 11,000

Services		
Description	Hours/Units	Extended Price
Professional Services	116	\$ 16,820
Project Management	1	\$ 1,500
Content Manager Suite		
Professional Services	64	\$ 9,280
TOTAL:		\$ 38,600

Summary

	One Time Fees	Recurring Fees
Total SaaS		\$ 19,628
Total Third Party Hardware, Software, Services	\$ 1,054	\$ 285
Total Tyler Services	\$ 38,600	
Summary Total	\$ 39,654	\$ 19,913
Contract Total	\$ 59,567	

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at:

<https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Miscellaneous Payments

Miscellaneous Payments Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application.

NOTE: There is a per transaction fee associated with the Miscellaneous Payments that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.

Court Case Resolution Bundle

Court Case Resolution Bundle includes: Court Defendant Access, Court IVR and Notifications for Court. A fee is paid by the defendant for each transaction processed through Court Defendant Access or Court IVR: \$1.00 for payments under \$100, \$2.50 for payments over \$100, and \$3.50 for advanced online transactions. A \$0.20 fee is paid by the client for each violation for which a phone notification is attempted. Text message notifications are free of charge provided the client 1) enables the standard campaigns that include a link to Court Defendant Access, and 2) enables advanced online transactions that are currently available or defendants at the counter or by mail. This contract replaces existing Court Defendant Access annual fees.

**Case Management Data
Conversion**

Court Case Management conversion includes Name Information (Address, phone, name notes), Vehicle Information, Officer Information, Offense Code Information, Case Information (violation date, comments, citation), Witness Information, Disposition Information