

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, May 20, 2024
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDER.....Mayor Brenda K. Butters
ROLL CALL.....City Clerk, Tania Richardson
MINUTES OF PRECEDING MEETING.....Monday, May 06, 2024

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 2449 – A Resolution – Determining the existence of certain nuisances at 1321 John St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2450 – A Resolution – Determining the existence of certain nuisances at 1421 Menor St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2451 – A Resolution – Determining the existence of certain nuisances at 1115 Manning St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2452 – A Resolution – Determining the existence of certain nuisances at 1706 Menor St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2453 – A Resolution – Determining the existence of certain nuisances at 1216 Olive St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2454 – A Resolution – Authorizing the execution of an agreement for engineering services for improvements on US-77 (Main Street) from 6th Ave. to 11th Ave., Project No. 018 U-2511-01 between the City of Winfield, Kansas and Professional Engineering Consultants, P.A.

Bill No. 2455 – A Resolution – Authorizing the execution of an agreement for engineering services for utility relocation improvements on US-77 at Strother Field between the City of Winfield, Kansas and Professional Engineering Consultants, P.A.

OTHER BUSINESS

-Consider Board Appointments

ADJOURNMENT

-Pre-budget meetings at the Winfield Fire EMS station 8 a.m. to 5:30 p.m. on Monday, May 20, 2024.
-Next Commission work session 4:00 p.m. Thursday, May 30, 2024.
-Next regular meeting 5:30 p.m. Monday, June 03, 2024.

CITY COMMISSION MEETING MINUTES

Winfield, Kansas

May 6, 2024

The Board of City Commissioners met in regular session, Monday, May 06, 2024 at 4:00 p.m. at the Winfield Area Chamber of Commerce; Mayor Brenda K. Butters presiding. Commissioners Ronald E. Hutto and Gregory N. Thompson were also present. Also in attendance were Taggart Wall, City Manager and Tania Richardson, City Clerk. Other staff members present were Jerred Schmidt, Director of Information Systems; Jeremy DeCoudres, EMS Coordinator; Vincent Warren, Fire Chief; Pete Rowley, Fire Captain; Gus Collins, Director of Utilities.

Mayor Butters noted all Commissioners present.

Commissioner Thompson moved that the minutes of the April 15, 2024 meeting be approved. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

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

PROCLAMATION

- To designate the Week of May 19 - 25, 2024, as Emergency Medical Services Week. Mayor Butters presented a Proclamation to EMS Coordinator Jeremy DeCoudres, proclaiming the Week of May 19 - 25, 2024, as Emergency Medical Services Week

BUSINESS FROM THE FLOOR

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

NEW BUSINESS

Bill No. 2448 – A Resolution – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Midwest Moos, Inc.) City Manager Wall explains this Resolution will approve a Temporary Entertainment District Application for Midwest Moos, at the Broadway Complex. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 2448 was adopted and numbered Resolution No. 4424.

OTHER BUSINESS

-Consider Gas Turbine CO2 Fire Alarm System. Director of Utilities Collins explains the Alarm System proposed will function and satisfy the necessary upgrade at a cost of \$26,252.00. Commissioner Thompson moved to authorize the City Manager to accept the Fire Protection Services quote of \$26,252.00 plus taxes for the installation of the CO2 Fire Alarm System. Motion was seconded by Commissioner Hutto. With all Commissioners voting aye, motion carried.

-Consider the replacement of 21 copiers and printers for the amount of \$46,977.50. Director of Information Systems Schmidt explains the City is asking for authorization for the City Manager to initiate a purchase order for an amount of \$46,977.50 for the replacement of 21 copiers and printers. Commissioner Hutto moved to approve the purchase of 21 copiers and printers. Motion was seconded by Commissioner Hutto. With all Commissioners voting aye, motion carried.

-City Manager Wall reminds the Commissioners that Monday, May 20, 2024 will be all day Budget Meetings.

ADJOURNMENT

Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, the meeting adjourned at 4:08 p.m.

Signed and sealed this 16th day of May 2024.

Signed and approved this 20th day of May 2024.

Tania Richardson, City Clerk

Brenda K. Butters, Mayor



Request for Commission Action

Date: May 20th, 2024

Requestor: Trevor Langer, Environmental Inspector

Action Requested: Seeking consideration for the approval of Nuisance Resolutions determining the existence of a nuisance at:

1321 John St: wood, garbage, and debris.

1421 Menor St: wood, glass, scrap metal and debris.

1115 Manning St: wood, metal, rubbish, debris, rubber, appliances, and garbage.

1706 Menor St: wood, rubber, furniture, rubbish, and garbage.

1216 Olive St: tree limbs and debris.

Analysis: The owners and tenants of all properties listed were sent notification via certified letter.

Fiscal Impact: Unknown fiscal impact at this time. Once approved, a contractor will be assigned to remove the nuisances and the owners will be billed for the cost of the removal as well as an administrative fee of \$100.

Attachments:

Nuisance Resolution – 1321 John St - 1 Photo

Nuisance Resolution – 1421 Menor St - 1 Photo

Nuisance Resolution – 1115 Manning St - 1 Photo

Nuisance Resolution – 1706 Menor St – 1 Photo

Nuisance Resolution – 1216 Olive St – 1 Photo



Request for Commission Action

1321 John-



Request for Commission Action
1421 Menor





Request for Commission Action
1115 Manning



Department of Public Improvements
200 E. Ninth-PO Box 646
Winfield, KS 67156
620-221-5525 ph
620-221-5590 fax



Request for Commission Action
1706 Menor



Department of Public Improvements
200 E. Ninth-PO Box 646
Winfield, KS 67156
620-221-5525 ph
620-221-5590 fax



Request for Commission Action
1216 Olive



A RESOLUTION

DETERMINING the existence of certain nuisances at 1321 John St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 18th day of March 2024 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: KAREN SNELL
527 E 170TH ST S
SOUTH HAVEN, KS 67140

Occupant: VACANT
1321 JOHN ST
WINFIELD, KS 67156

Legal Description: TORRANCE ADD, S 50 LT 16

Nature of Nuisance: A nuisance consisting of a large accumulation of wood, garbage, and debris in side yard creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined to be of value will be moved so that cleanup can be accomplished in an effective and thorough manner. Other items determined to be a nuisance will be disposed of by the contractor.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

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

ADOPTED this 20th day of May, 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/tl

A RESOLUTION

DETERMINING the existence of certain nuisances at 1421 Menor St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 4th day of March, 2024 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: MARGARET JANE BROOKS
14226 91ST RD
WINFIELD, KS 67156

Occupant: VACANT
Property Address: 1421 MENOR ST
WINFIELD, KS 67156

Legal Description: J C MCMULLEN'S ADD, BLOCK 74, LOT 10

Nature of Nuisance: A nuisance consisting of a large accumulation of wood, appliances, glass, scrap metal and debris in front yard creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined to be of value will be moved so that cleanup can be accomplished in an effective and thorough manner. Other items determined to be a nuisance will be disposed of by the contractor.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

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

ADOPTED this 20th day of May, 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/tl

A RESOLUTION

DETERMINING the existence of certain nuisances at 1115 Manning St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 4th day of March, 2024 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: RANDALL TATRO
805 WALCH RD
WINFIELD, KS 67156

Occupant: VACANT
Property Address: 1115 MANNING ST
WINFIELD, KS 67156

Legal Description: WINFIELD, TOWNSITE OF, BLOCK 91, LOT 4

Nature of Nuisance: A nuisance consisting of wood, scrap metal, rubbish, debris, rubber, and appliances in rear yard creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined to be of value will be moved so that cleanup can be accomplished in an effective and thorough manner. Other items determined to be a nuisance will be disposed of by the contractor.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

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

ADOPTED this 20th day of May, 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/tl

A RESOLUTION

DETERMINING the existence of certain nuisances at 1706 Menor St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 4th day of March 2024 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: JARON GREEFIELD MCCORMACK
1706 MENOR ST
WINFIELD, KS 67156

Occupant: VACANT
Property Address: 1706 MENOR ST
WINFIELD, KS 67156

Legal Description: ROBINSONS ADD, BLOCK 97, LOT 11

Nature of Nuisance: A nuisance consisting of a large accumulation of wood, furniture, rubbish, and garbage in front yard creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined to be of value will be moved so that cleanup can be accomplished in an effective and thorough manner. Other items determined to be a nuisance will be disposed of by the contractor.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

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

ADOPTED this 20th day of May, 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/tl

A RESOLUTION

DETERMINING the existence of certain nuisances at 1216 Olive St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 4th day of March, 2024 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: JERRY & CLARA WARREN
159 LONGHORN CT
CLEARWATER KS 67026

Occupant: VACANT
Property Address: 1216 OLIVE ST
WINFIELD, KS 67156

Legal Description: HIGHLAND PARK, BLOCK 38, W60 LTS 1-2

Nature of Nuisance: A nuisance consisting of a large accumulation of limbs and debris in lot creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined to be of value will be moved so that cleanup can be accomplished in an effective and thorough manner. Other items determined to be a nuisance will be disposed of by the contractor.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

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

ADOPTED this 20th day of May, 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/tl



Request for Commission Action

Date: May 14, 2024

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

Action Requested: Consider entering into an agreement with PEC for design services for the a CCLIP project on Main Street for KDOT's fiscal year 2025.

Analysis:

This resolution considers awarding a contract for design of the mill, overlay and striping project of Main Street from 6th to 11th. The work would include the parking areas.

Fiscal Impact: The proposal is for a total of \$45,000 which would be paid from the Street Sales Tax funds.

Attachments: Resolution & Agreement

A RESOLUTION

AUTHORIZING the execution of an agreement for engineering services for improvements on US-77 (Main Street) from 6th Ave. to 11th Ave., Project No. 018 U-2511-01 between the City of Winfield, Kansas and Professional Engineering Consultants, P.A.

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

Section 1. The Mayor and City Clerk be and are hereby authorized and directed to execute an agreement, attached to and made a part hereof as if fully set forth herein, between the city of Winfield, Kansas and Professional Engineering Consultants, P.A. for forty-five thousand dollars (\$45,000) for engineering services of improvements on US-77 (Main Street) from 6th Ave. to 11th Ave., Project No. 018 U-2511-01.

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

ADOPTED this 20th day of May 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

March 4, 2024

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

Reference: AGREEMENT for Winfield 2025 CCLIP
Winfield, Kansas
PEC Project No. 31-237047-001-0943

Dear Mr. Steward:

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

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

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

Payment. Invoices will be submitted periodically and are due and payable 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.

Patrick Steward
City of Winfield
Winfield 2025 CCLIP
March 4, 2024
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. Once received, a copy of the Agreement will be executed and returned.

BMM:mmm

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: _____, Signatory

Printed Name: _____

Title: _____

Date: _____

ACCEPTED:

CITY OF WINFIELD

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

A. **Project Description:**

1. The Project shall consist of design and construction administration services for the resurfacing improvements along US-77 within the project boundaries generally described as from 6th Avenue to 11th Avenue in accordance with the Kansas Department of Transportation (KDOT), Bureau of Local Projects Resurfacing Guidelines.
2. The Project delivery method is design-bid-build.

B. **Anticipated Project Schedule:**

1. The fully executed copy of the contract will serve as PEC's notice to proceed with the services.
2. PEC shall commence its services on the Project within 14 days after receiving CLIENT's notice to proceed.
3. PEC and CLIENT anticipate construction of the project to be in 2025.
4. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. Project deliverable schedules will be impacted by untimely receipt of information necessary to complete design. PEC will not have control over or responsibility for any CLIENT, contractor, or vendor's performance schedule.

C. **Project Deliverables:**

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

D. **Scope of Services:**

1. Design Services:
 - a) PEC shall provide engineering design services with conformity to Article III, paragraph 3 as shown in the letter from KDOT to City of Winfield dated September 13, 2023. See Exhibit B.
 - b) Provide project correspondence and consultation with CLIENT.
 - c) Provide quality control review prior to submission of project deliverables.
 - d) Attend and assist in facilitating a pre-design kickoff meeting with CLIENT to formalize the design criteria and PROJECT boundaries, lines of communication and overall project procedures.
 - e) Attend and assist in facilitating a design review meeting with the CLIENT to

- review the plans.
- f) Conduct field observation/site visit to determine limits of proposed pavement patching and resurfacing improvements.
- g) Prepare plans (and supplemental specifications if necessary) in accordance with the current design criteria of the CLIENT and KDOT. Below are the anticipated items to be provided in the plans:
 - i. Surfacing/paving plans identifying the limits of the proposed pavement, along with a typical section.
 - ii. Pavement marking plans and details.
 - iii. Summary of quantities plans.
 - iv. Traffic control plans and details, including construction sequencing plans, as needed.
- h) Propose a construction sequence for orderly construction of the PROJECT, if determined necessary during design.

2. Bidding Services:

- a) Advertise PROJECT and distribute bid documents to prospective bidders.
- b) Respond to bidder's requests for information during the bidding process.
- c) Attend bid opening and prepare bid tabulation.
- d) Provide bid tabulation and notice of award to CLIENT.

3. Construction Administration Services:

During the construction phase PEC shall provide construction administration services for the PROJECT, when requested by the CLIENT. The scope of services will be as follows:

- a) Issue contract documents and review bonds and insurance submitted by the PROJECT awarded contractor.
- b) Consult with the inspector regarding interpretations or clarifications of the plans and specifications.
- c) Provide decisions in accordance with the contract documents on questions regarding the PROJECT.
- d) Review materials test reports as submitted by the City Inspector.
- e) Prepare Change Orders covering modifications or revisions necessitated by field conditions.
- f) Conduct one (1) final on-site PROJECT review.
- g) Issue Certificate of Substantial Completion when each separate part of the PROJECT has been completed.
- h) Issue Notice of Acceptability when the PROJECT is recommended for final payment by the ENGINEER.

E. Additional Responsibilities of CLIENT:

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

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

F. Additional Services:

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

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

G. Exclusions:

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

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

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

H. PEC's Fees:

1. PEC will invoice CLIENT one time per month for services rendered incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for its Scope of Services will be on a lump sum basis in the amount of **\$45,000.00**, summarized as follows:

Services	Fees
Design Services	\$ 38,500.00
Bidding Services	\$ 2,000.00
Construction Administration Services	\$ 4,500.00
TOTAL	\$ 45,000.00

3. 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.

EXHIBIT B



Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745
Calvin E. Reed, P.E., Secretary
Tod L. Salfrank, Chief

Phone: 785-296-3861
Fax: 785-296-6946
kdot#publicinfo@ks.gov
<http://www.ksdot.gov>
Laura Kelly, Governor

September 13, 2023

Mr. Patrick Steward
City Engineer
200 East Ninth Avenue
Winfield, KS 67156

Dear Mr. Steward:

Congratulations! Your application for a Surface Preservation project has been selected for funding as part of the Kansas Department of Transportation (KDOT) State Fiscal Year (SFY) 2025 City Connecting Link Improvement Program. KDOT has allocated \$400,000 for Construction and Construction Engineering for this project:

Mill and overlay and pavement markings on US-77 from 6th Ave to 11th Ave

The City will be required to contribute a minimum of 10% plus anything over the amount shown above and will also be responsible for all Preliminary Engineering, Right-of-Way, and Utility costs.

Due to the current bidding environment, all CCLIP application estimates were thoroughly reviewed and adjusted for inflation. The CCLIP funding awards were modified accordingly, for the applied project limits and scope. These should not be modified during project development without KDOT concurrence.

For KDOT to program your project, KDOT must receive a completed 1302 form from you before October 20, 2023. Please complete the enclosed form and return it as soon as possible to KDOT.LPePlans@ks.gov.

Once KDOT receives your completed 1302 form, KDOT will program the project and send a project schedule as a reference in developing the project in accordance with KDOT's procedures. Project development details may be found in the LPA Project Development Manual at [KDOT: Local Projects](#).

To keep the project on schedule, this letter serves as the commitment from KDOT to fund this project at the amount written above. An agreement between KDOT and the City will be forthcoming that outlines all terms and conditions of KDOT's funding. However, to allow for you to begin preliminary engineering, the following clauses will be included in the agreement between the City and KDOT and shall be included in your contract with a consultant to provide preliminary engineering services:

Conformity with State and Federal Requirements. The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the FHWA pertaining to the Project.

Consultant Contract Language. The City shall include language requiring conformity with Article III, paragraph 3 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity the paragraph entitled Conformity with State and Federal Requirements. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project must also contain the following provisions:

- (a) Completion of Design. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
- (b) Progress Reports. Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- (c) Third Party Beneficiary. Language making the Secretary a third party beneficiary in the agreement between the City and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or

both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement."

Regretfully, only one of your projects was selected for this round of funding. This does not mean the other project was not a good one, but merely, KDOT did not have adequate funds to approve all requests.

If you have any questions, please do not hesitate to contact us. Questions may be directed to Dawn Hueske at (785) 207-1420 or Dawn.Hueske@ks.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Tod Salfrank", with a stylized, cursive script.

Tod L. Salfrank, Chief
Bureau of Local Projects

Cc: Scott King, Director of Engineering and Design
Nick Squires, KDOT District Engineer



Request for Commission Action

Date: May 16, 2024

Requestor: Gus Collins, Director of Utilities

Action Requested: Approve engineering/design agreement with Professional Engineering Consultants (PEC), of Wichita, regarding the reroute of Electric Transmission line in conjunction with KDOT realignment of Highway 77.

Analysis: Kansas Department of Transportation is proceeding with the reroute of highway 77, South of Winfield. KDOT is requiring the owners of utilities in the area to relocate as necessary. The city is responsible for Gas and Electric in this project. The City of Winfield can reroute the electric distribution utility in the area as well as the gas main. The transmission line will require a design engineer due to the magnitude of the 69kv alignment. Since this transmission line is co-owned with GridLiance, they were included in the Engineering firm selection and approval of PEC.

Total Fee - \$35,000; \$28,000 for design and \$7,000 for construction administration. Recommending Approval.

Fiscal Impact: The state of Kansas will finance the costs associated with the utility relocation in this realignment of Highway 77

Attachments: Map

A RESOLUTION

AUTHORIZING the execution of an agreement for engineering services for utility relocation improvements on US-77 at Strother Field between the City of Winfield, Kansas and Professional Engineering Consultants, P.A.

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

Section 1. The Mayor and City Clerk be and are hereby authorized and directed to execute an agreement, attached to and made a part hereof as if fully set forth herein, between the city of Winfield, Kansas and Professional Engineering Consultants, P.A. for thirty-five thousand dollars (\$35,000) for engineering services of utility relocation improvements on US-77 at Strother Field.

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

ADOPTED this 20th day of May 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

April 9, 2024

Mr. Gus Collins
Director of Gas & Wastewater Utilities
City of Winfield
200 E. 9th Avenue
Winfield, KS 67156

Reference: AGREEMENT for Electrical Transmission Line Relocation along Highway 77
Strothers Field – Winfield, KS
PEC Project No. 240290-000

Dear Mr. Gus 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.

Mr. Gus Collins
City of Winfield
Trans Line Hwy 77
April 9, 2024
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. Once received, a copy of the Agreement will be executed and returned.

MK:ard

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: _____, Signatory

Printed Name: Michael D. Kelsey

Title: Vice President

Date: 4/30/2024

ACCEPTED:

CITY OF WINFIELD

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

- A. The Electrical Transmission Line Relocation along Highway 77 at Strothers Field in Winfield, Kansas (Project) shall consist of new transmission poles and overhead conductor for relocation of electrical utility service located in the KDOT right of way.
- B. **Project Description.**
1. The Project delivery method is design-build.
- C. **Anticipated Project Schedule.**
1. PEC shall commence its services on the Project within 14 days after receiving Client's notice to proceed.
 2. PEC and Client anticipate that the design duration to complete construction documents will be approximately 4 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.
- D. **Project Deliverables**
1. The Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas, where applicable:
 - a) Preliminary Plans and Specifications
 - b) Final Plans and Specifications
- E. **Scope of Services:**
1. General Scope Items for Electrical Design Services:
 - a) Conduct one pre-design site visit to assess existing conditions.
 - b) Attend up to three virtual design meetings with Client.
 - c) Review shop drawings for systems and elements designed by PEC. Review period will be 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 in 5 days after received by PEC office unless other terms are agreed to by PEC and Client.
 2. Structural engineering design including:
 - a) Produce design drawings and calculations (submitted if required) for the code mandated gravity, wind, seismic loads, and agreed to special loadings for new utility poles. 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) New foundations will be designed based on pole loading analysis calculations.
 - c) Produce dimensioned foundation plans and details.
 - d) Structural site visits to collect information are excluded and can be included as an additional service if necessary.

3. Electrical engineering design including:
 - a) Design and specify new poles to be installed within new right of way.
 - b) Design to include (5) new transmission poles and associated overhead conductors for utility service as referenced on provided site plan.
 - c) Drawings to include and specify all structural elements, insulators, arrestors, terminators, and other needed ancillary equipment utilizing RUS Standard details and specifications.
 - d) Pole loading calculations to be performed to verify design criteria.
 - e) Plan drawings to show installation of new poles and demolition of existing poles as needed to meet right of way criteria.
 - f) Relocation of existing communications along overhead poles to be handled through notes and coordinated by others.

F. Additional Responsibilities of Client.

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

1. Electronic files for base sheet development.
2. Utility requirements for all equipment and foundation requirements specified and/or provided by the **Client** or other Contractors.
3. Site survey.
4. Geotechnical investigation and report with recommendations for foundation and pavement design.
5. Drawings, studies, reports, and other information available pertaining to the existing building and site.
6. Existing overhead conductor sizes for primary distribution.
7. Communications attacher contact information.
8. Utility Contact Information

G. Additional Services:

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

1. Production of record drawings, as-builts, or release of electronic files.
2. Meetings in excess of the number above will be performed on an hourly basis.
3. Analysis of existing utility systems.
4. Construction Document revisions, as necessary, to reduce the cost of construction after issue of Construction Documents. (Typically referred to “Value Engineering” or “VE”) or due to cost over-runs outside the control of PEC.
5. Construction Document revisions, as necessary, to reduce delivery times of elements within the design due to supply chain disruptions outside the control of PEC.
6. Project is assumed to have only one bid item. Design services associated with multiple bid options are not included.
7. Alternate designs not specifically listed in the Scope of Services.
8. Construction administration and design services resulting from significant contractor errors are not included under this proposal and will be invoiced per our standard hourly rates.

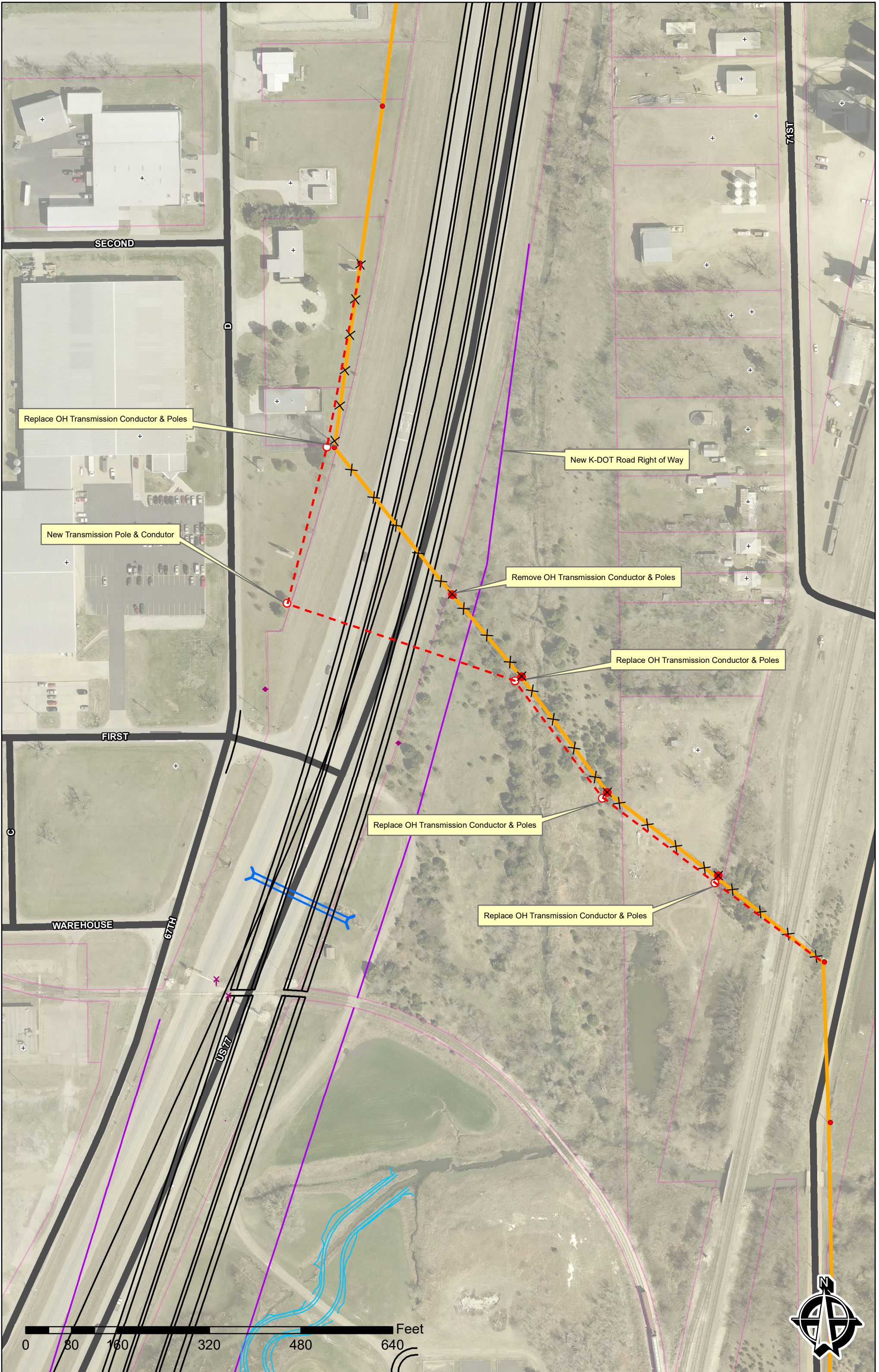
H. Exclusions:

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

1. Printing costs.
2. Plan review and permit fees.
3. Environmental assessments/clearances.
4. Outside consultants.

I. PEC's Fees:

1. PEC will invoice Client one time per month for services rendered in the previous month.
2. PEC's Fee for its Scope of Services will be a lump sum fee of \$35,000 which includes \$28,000 for Design Services and \$7,000 for Construction Administration.
3. 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.



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	

Board of Zoning Appeals		Appointment:	Mayor	Term:	3
	vacant	Staff	Board of Zoning Appeals		Reappoint Appoint Mike Mildfelt
Patrick	Steward	Staff	Board of Zoning Appeals		
Derek	Koller		Board of Zoning Appeals	2024	
Willie	Tuttle	vacancy	Board of Zoning Appeals	2024	
Tom	McNeish		Board of Zoning Appeals	2025	
David	Brazil		Board of Zoning Appeals	2026	
Michael	Ledy		Board of Zoning Appeals	2026	

Building Trades Board			Appointment:	City Commission	Term:	2
	Rod	Haney	Staff	Building Trades Board		Appoint Chris Tyler
	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	
	Mark	Satterlee	Plumber	Building Trades Board	2025	
	Cheri	Hulse	Architect	Building Trades Board	2025	
	Mitchell	Potucek	Electrician	Building Trades Board	2025	
	Brett	Thomson	Contractor	Building Trades Board	2025	

City Planning Commission			Appointment:	Mayor	Term:	3
	Patrick	Steward	Staff	City Planning Commission		Reappointment Reappointment Reappointment Reappointment
	Marcia	McIntire		City Planning Commission	2024	
	Mike	Mildfelt		City Planning Commission	2024	
	Mike	Ledy		City Planning Commission	2024	
	Tom	McNeish		City Planning Commission	2024	
	Michael	Kelley		City Planning Commission	2025	
	Derek	Koller		City Planning Commission	2025	
	Matt	Bradbury		City Planning Commission	2025	
	Douglas	Kinnear		City Planning Commission	2025	
	David	Brazil		City Planning Commission	2026	
	Robert	Gottlob	Rural	City Planning Commission	2026	
	Anne	Jarrett	Rural	City Planning Commission	2026	

Prfx	First Name	Last Name	Notes	BoardName	Exp	Proposed Appointments
City-County Board of Health			Appointment:	City Commission	Term:	
	Melinda	Current		City-County Board of Health	2025	
Convention & Tourism Comit			Appointment:	City Commission	Term:	3
	Peter	Bhakta		Convention & Tourism Comm	2024	Reappoint
	Tara	Duncan		Convention & Tourism Comm	2024	Reappoint
	Kaydee	Riggs-Johnson		Convention & Tourism Comm	2024	Reappoint
	John	Baker		Convention & Tourism Comm	2025	
	Jamie	Adams		Convention & Tourism Comm	2025	
	Bart	Redford		Convention & Tourism Comm	2025	
	Emilly	Hamilton		Convention & Tourism Comm	2026	
	Jace	McIntire		Convention & Tourism Comm	2026	
	Robert	McNown		Convention & Tourism Comm	2026	
Cowley Co Commun Corrections			Appointment:		Term:	2
	Trudy	Yingling		Cowley Co Community Corrections	2024	Reappoint
Cowley County Council on Aging			Appointment:		Term:	3
	Kathy	Wohlgemuth		Cowley Co Council on Aging	2025	
	Scott	Schoon		Cowley Co Council on Aging	2026	
Human Relations Commission			Appointment:	Mayor	Term:	3
	Jennifer	Passiglia		Human Relations Commission		
	Jayde	Wesley		Human Relations Commission		
	Jessica	Dibble		Human Relations Commission		
	Bart	Redford		Human Relations Commission		
	Tania	Richardson	Staff	Human Relations Commission		
	Cindy	Goertz		Human Relations Commission		
	Michele	Chism		Human Relations Commission		
	Jerred	Schmidt	Staff	Human Relations Commission		
	Bob	McGregor		Human Relations Commission		
	Jamie	Chism	Staff	Human Relations Commission		
	Saige	Branscum	Staff	Human Relations Commission		
Juvenile Corrections Adv Board			Appointment:	City Commission	Term:	3
	Letitia	Quarles		Juvenile Corrections Advisory Brd	2024	Reappoint
Kansas Power Pool (KPP)			Appointment:		Term:	0
	Gus	Collins	Dir #1 - voting	Kansas Power Pool (KPP)		Reappoint
	Taggart	Wall	Alternate	Kansas Power Pool (KPP)		Reappoint
KMEA Board of Directors			Appointment:	2 YR & 1 YR	Term:	2
	Greg	Thompson	Alternate	KMEA Board of Directors	2025	
	Taggart	Wall	Director #2-1 yr	KMEA Board of Directors	2025	
	Gus	Collins	Director #1-2 yr	KMEA Board of Directors	2025	
KMGA Board of Directors			Appointment:		Term:	1
	Gus	Collins	Director	KMGA Board of Directors	2025	
	Taggart	Wall	Alternate	KMGA Board of Directors	2024	Reappoint

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	Reappoint
	Kris	Trimmer		Library Board	2024	Reappoint
	Julie	Wilke		Library Board	2025	
	Gary	Brewer		Library Board	2026	
	Ian	Otte		Library Board	2026	
	Erica	Lann-Teubner		Library Board	2027	
	Joni	Hopkins		Library Board	2027	
Park Board			Appointment:	City Commission	Term:	2
	Patrick	Steward	Staff	Park Board		
	Greg	Thompson	Commission	Park Board		
	Ken	Crandall		Park Board	2024	Reappoint
	Molly	Jones		Park Board	2024	Reappoint
	Mark	Olney		Park Board	2024	Reappoint
	Heidi	Potucek		Park Board	2024	Reappoint
	Jaci	Littrell		Park Board	2025	
	Tyler	Martin		Park Board	2025	
	John	Boyle		Park Board	2025	
	Joyce	McArtor		Park Board	2025	
Senior Citizens Advisory Committee			Appointment:	City Commission	Term:	1
	VACANT			Senior Citizens Advisory Comm	2024	
	VACANT			Senior Citizens Advisory Comm	2024	
	Janice	Irvin		Senior Citizens Advisory Comm	2024	Reappoint
	Gary	Holloway		Senior Citizens Advisory Comm	2024	Reappoint
	Lou	Tharp		Senior Citizens Advisory Comm	2024	Reappoint
	Jim	Buterbaugh		Senior Citizens Advisory Comm	2024	Appoint Tara Sutton
	Linda	Chase		Senior Citizens Advisory Comm	2024	Reappoint
	Candi	Fox		Senior Citizens Advisory Comm	2024	Appoint JoAnn Hamlin
	Robert	Ward		Senior Citizens Advisory Comm	2024	Reappoint
	Kathy	Wohlgemuth		Senior Citizens Advisory Comm	2024	Reappoint
	Keith	Wohlgemuth		Senior Citizens Advisory Comm	2024	Reappoint
	Amy	Kellner	Staff			
Winfield Housing Authority			Appointment:	City Commission	Term:	4
	Rusty	Zimmerman		Winfield Housing Authority	2024	Reappoint
	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
	Diane	Lawrence		Wm Newton Memorial Hosp Board	2024	Appoint Lucy Herlocker
	Gary	Brewer		Wm Newton Memorial Hosp Board	2025	
	Gail	Sawyer		Wm Newton Memorial Hosp Board	2026	
	Steve	McSpadden		Wm Newton Memorial Hosp Board	2027	
	Joan	Cales		Wm Newton Memorial Hosp Board	2028	