

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, February 05, 2018
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDERMayor Gregory N. Thompson

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

MINUTES OF PRECEDING MEETING.....Tuesday, January 16, 2018

PUBLIC HEARING

-Consider condemnation proceedings for 2104 W 6th Avenue

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 1811 – An Ordinance – Amending Section 74-114 of the Revised Ordinances of the City of Winfield, Kansas, relating to the operation of vehicles on city property.

Bill No. 1812 – An Ordinance – Approving the petition for the exclusion of certain land from the incorporated city limits of the City of Winfield, Cowley County, Kansas.

Bill No. 1813 – An Ordinance – Amending Article 3 of the Zoning Regulations of the City of Winfield, Kansas, by changing the boundaries of certain districts referred to on an official map designated as the “Zoning District Map of Winfield, Kansas,” which is made a part of Article 3 of the Zoning Regulations of the City of Winfield, Kansas.

Bill No. 1814 – A Resolution – Accepting and granting a Conditional Use Permit to BBPJM, LLC at 502 W. 14th Ave., Winfield, KS for construction of mini/self-storage units within a “C-2” Restricted Commercial District.

Bill No. 1815 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute Supplemental Agreement No. 1 to Agreement No. 108-16 between the City and the Secretary of the Kansas Department of Transportation, relating to the federal fund exchange program.

Bill No. 1816 – A Resolution – Setting forth findings that the structure, Lot 4, 5 and 6, Block 6, West Side Addition to Winfield, Kansas together with the West Half of Summit Street (now vacated), adjoining said lots. Commonly known as 2104 W. 6th Ave, recorded in Book 0581 Page 312, in the Office of the Register of Deeds in Cowley County, Kansas, is unsafe and/or dangerous and ordering said structure to be repaired or removed in ninety (90) days.

Bill No. 1817 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an agreement with Swindoll, Janzen Hawk & Loyd, LLC, to perform an annual audit for the year ending December 31, 2017; and subject to the provisions hereof, for the years December 31, 2018, 2019, 2020, and 2021.

Bill No. 1818 – A Resolution – Encouraging an additional Transmission Project and Interconnection with Westar Energy to provide improved performance and redundancy to our system.

OTHER BUSINESS

-Consider Mini-Excavator Lease for the Cemetery Department

ADJOURNMENT

-Next City Commission Work Session will be Thursday February 15, 2018 at 4:00 pm.

-Next regular meeting 5:30 p.m. Tuesday, February 20, 2018.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
January 16, 2018

The Board of City Commissioners met in regular session, Tuesday, January 16, 2018 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Gregory N. Thompson presiding. Commissioners Ronald E. Hutto and Phillip R. Jarvis were also present. Also in attendance were Jeremy Willmoth, City Manager; Brenda Peters, City Clerk; and William E. Muret, City Attorney. Other staff members present were Patrick Steward, Director of Community Development; John Adams, Community Development Environmental Inspector and Gary Mangus, Assistant to the City Manager.

City Clerk Peters called roll.

Commissioner Hutto moved that the minutes of the January 8, 2018 meeting be approved. Commissioner Jarvis seconded the motion. With all Commissioners voting aye, motion carried.

Commissioner Jarvis moved that the minutes of the January 11, 2018 meeting be approved. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

PUBLIC HEARINGS

Mayor Thompson opened a public hearing to consider the condemnation of a structure in the City of Winfield, Kansas, located at 515 E. 3rd Avenue. Ruth Clifford, 519 E. 3rd Avenue and Larry McCaslin, 518 E. 3rd Avenue were present to speak in favor of proceeding with condemnation proceedings for this property. Mayor Thompson closed the public hearing.

Mayor Thompson opened a public hearing to consider the condemnation of a structure in the City of Winfield, Kansas, located at 623 W. 9th Avenue Shawn Bean, residing at 423 W. 8th Avenue, is the owner of the property was present to ask the Commission for more time to rehabilitate this property. Mayor Thompson closed the public hearing.

BUSINESS FROM THE FLOOR

NEW BUSINESS

Bill No. 1805 – An Ordinance – Authorizing the City of Winfield, Kansas to approve the issuance by the Kansas Independent College Finance Authority of the Authority's Educational Facilities Revenue Bonds in an aggregate principal amount not to exceed \$2,550,000 for the purpose of refunding certain bonds to refinance certain projects of the Southwestern College; authorizing the designation of such bonds as qualified tax-exempt obligations; authorizing and approving the execution of certain documents certain other actions in connection with the bonds. City Clerk Peters explains that Southwestern College desires to issue Educational Facilities Revenue Bonds in the amount of \$2,550,000 for the purpose of refunding previously issued bonds. Peters also states that this \$2,550,000 is bank qualified which means that this amount will need to be considered as a portion of the ten-million dollar annual limit that the City has per state statute for bond or temporary note financing. Peters further states that the City has no financial obligation in this transaction. Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis all Commissioners voting aye, Bill No. 1805 was adopted and numbered Ordinance No. 4082.

Bill No. 1806 – A Resolution – Authorizing the sale and conveyance of certain property to Mosaic. City Clerk Peters explains that in 1999, the City issued Housing Facilities Revenue Bonds to assist what was then Martin Luther Homes to build certain facilities for residents with disabilities within the community. The bonds have been satisfied, and now Mosaic (Martin Luther Homes) wishes to sell a property located at 810 E. 19th Avenue. This resolution will allow for Mosaic to take possession of the property which would then allow for the pending sale. Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto all Commissioners voting aye, Bill No. 1806 was adopted and numbered Resolution No. 0518.

Bill No. 1807 – A Resolution – Setting forth findings that the structures, a house and detached garage, located on a tract of land legally described as follows East Half of Lot 7, and all of Lot 8, block 202, Andrews Addition, Winfield, Kansas. Commonly known as 515 E. 3rd Ave. Recorded in Book 0931 Page 0833, in the Office of the Register of Deeds in Cowley County, Kansas, is unsafe and/or dangerous and ordering said structures to be repaired or removed in ninety (90) days. Director of Public Improvements Steward explains that this resolution is to consider condemnation of a structure located at 515 E. 3rd Avenue. Steward explains that this property has been vacant for a period of time and has been posted with a notice to vacate as there are no utility services on at this location. Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis all Commissioners voting aye, Bill No. 1807 was adopted and numbered Resolution No. 0618.

Bill No. 1808 – A Resolution – Setting forth findings that the structure, a house, located on a tract of land legally described as follows: A house on a tract of land in the West Half of the Northwest Quarter of Section 28, Township 32 South, Range 4 East, described by metes and bounds, as follows: Commencing at a point on East side of Right-of-way of Kansas City and Southwestern Railroad at intersection of the South side of Ninth Avenue of the City of Winfield with said right-of-way; thence East on the South line of Ninth Avenue, 50 feet; thence South 140 feet; thence West to East line of Right-of way to point of beginning. Commonly known as 623 W. 9th Ave. Recorded in Book 0861 Page 0058, in the Office of the Register of Deeds in Cowley County, Kansas, is unsafe and/or dangerous and ordering said structure to be repaired or removed in ninety (90) days. Director of Public Improvements Steward explains that no contact had been received from the property owner regarding this issue prior to tonight. Based on the comments during the public hearing held earlier in the meeting from property owner Shawn Bean, Steward explained that the Commission could amend the time limit of ninety (90) days to a longer remedial period if they choose, and suggested that a period of one hundred eighty (180) days would be reasonable. Commissioner Jarvis moved that Bill No. 1808 be adopted with the amendment of the repair or removal date from ninety (90) days to one hundred eighty (180) days. Motion was seconded by Commissioner Hutto. With all Commissioners voting aye, Bill No. 1808 was adopted and numbered Resolution No. 0718.

Bill No. 1809 – A Resolution – Accepting and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in Section 26, Township 32 South, Range 4 East of the 6th P.M., City of Winfield, Cowley County, Kansas. Director of Public Improvements Steward explains that this resolution considers an easement for electrical upgrades serving Webster Engineering. The easement is granted by Cates Supply. Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis all Commissioners voting aye, Bill No. 1809 was adopted and numbered Resolution No. 0818.

Bill No. 1810 – A Resolution – Authorizing a sell-back directive directing the Kansas Municipal Energy Agency to sell certain contract energy capacity to the Grand River Dam Authority and authorizing the Kansas Power Pool (“KPP”), a Municipal Energy Agency, to act on behalf of the City in such matters. James Ging representing the Kansas Power Pool was present and explains that this resolution authorizes a sell back directive with KMEA (Kansas Municipal Energy Agency) and the City of Winfield regarding the Grand River Dam Authority (GRDA) contract, which is administered by KPP and allows the KPP to optimize the contract and expects to save money for members of the pool. Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto all Commissioners voting aye, Bill No. 1810 was adopted and numbered Resolution No. 0918.

OTHER BUSINESS

-Consider appointment to the Planning Commission - City Clerk Peters explains that there is a vacancy on the Planning Commission for a term expiring on June 1, 2019, and that two individuals had expressed interest in serving: Brenda K. Butters and Michael D. Ledy. Commissioner Hutto made a motion to appoint Brenda Butters to the Planning Commission for the unexpired term ending in June, 2019. Commissioner Jarvis seconded the motion. With all Commissioners voting aye, motion carried.

ADJOURNMENT

Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, all Commissioners voting aye, the meeting adjourned at 6:52 p.m.

Signed and sealed this 26th day of January 2018.

Signed and approved this 5th day of February 2018.

Brenda Peters, City Clerk

Gregory N. Thompson, Mayor

BILL NO. 1811

ORDINANCE NO. 4083

AN ORDINANCE

AMENDING Section 74-114 of the Revised Ordinances of the City of Winfield, Kansas, relating to the operation of vehicles on city property.

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

Section 1. Section 74-114 of the Revised Ordinances of the City of Winfield, Kansas, is hereby amended and adopted to include the following:

A. RECREATIONAL USE OF PRIVATELY-OWNED GOLF CARTS ON CITY PROPERTY.

- (a) Golf carts may be operated upon certain public highway, streets, roads and alleys within the corporate limits of the city; provided, however, that no golf cart may be operated upon any public highway, city street, road and alley with a posted speed limit in excess of 30 miles per hour. No golf cart shall be operated on any interstate highway, federal highway or state highway; provided, however, that the provisions of this subsection shall not prohibit a golf cart from crossing at a legal crossing site or intersection on a federal or state highway or a street or highway with a posted speed limit greater than 30 miles per hour.
 - (i) Golf carts may be operated in the following areas:
 - a. Winfield Fairgrounds: the camping areas, existing trails, paths, and roadways within that area east of the Walnut River, north of 19th Avenue, west of the levee system, and south of Walnut River.
 - b. Winfield City Lake: the camping areas, existing trails, paths, and roadways within the corporate limits of the City.
 - c. Quail Ridge Golf Course: those subdivisions within the corporate limits of the City east of US Highway 77, south of the Walnut River, west of NT Wright Road/91st Street, and north of 192nd Road.
 - d. Winfield Country Club: those subdivisions within the corporate limits of the City east of Country Club Road, north of 33rd Avenue, west of Amos Becker Road, south of C A Kitch Road.
 - e. Broadway Recreation Complex: that area within the confines of the complex.
- (b) No golf cart shall be operated on any public highway, city street, road or alley between sunset and sunrise, K.S.A 8-15,108(c); with the exception of those golf carts equipped with forward facing headlights and rear lights or reflectors.
- (c) No golf cart shall be operated on any public sidewalk.
- (d) Every person operating a golf cart on the public highway, city streets, roads and alleys of the City shall be subject to all of the duties applicable to a driver or a vehicle imposed by law.

- (e) Nothing contained in this Section shall confer upon any operator of a golf cart the right to drive said golf cart on private property without first obtaining the permission of the property owner.
- (f) Golf carts shall stay to the far right of the traveled portion of the road and yield the right of way to overtaking vehicles and will otherwise adhere to all traffic flow patterns.
- (g) The operator and passengers of a golf cart must ride upon permanent and regular seats designed for two (2) persons firmly attached to the golf cart at the side or rear of the operator.
- (h) No operator or passenger shall carry or have any other person on their lap. Every operator who transports a child under the age of 14 on public streets shall provide a safety restraining system that meets or exceeds the standard and specifications contained in federal motor vehicle safety standard 213.

B. VALID DRIVERS LICENSE REQUIRED; PENALTY.

No person shall operate a golf cart on any public highway, city street, road or alley within the corporate limits of the City unless such person is 18 years old and has a valid driver's license. Violation of this section is punishable by a fine of not more than \$300.00 (Three Hundred Dollars) or by imprisonment for not more than six (6) months or by both such fine and imprisonment.

C. DEFINITION.

A golf cart means a motor vehicle that has not less than three (3) wheels in contact with the ground, an unladen weight of not more than 1,800 pounds, is designed to be operated at not more than 25 miles per hour and is designed by the manufacturer to carry not more than six (6) persons, including the operator. The operator and all occupants shall be seated in the golf cart and no part of the body of the operator or occupant shall extend outside the perimeter of the golf cart while the golf cart is in motion. Nothing contained herein shall require a golf cart to be equipped with all equipment required to be installed in or on motor vehicles, with the exception of forward facing headlights and either (1) A red reflector on the rear which shall be visible from all distances from 100 feet to 600 feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle; or (2) a lamp on the rear that shall emit a red light visible from a distance of 500 feet to the rear.



D. PENALTY.

Unless specifically provided herein, a violation of this section shall be deemed an ordinance traffic infraction. Upon an entry of a plea of guilty or no contest or upon being convicted of such violation, the penalty imposed shall be in accordance with Standard Traffic Ordinance and amendments thereto, or such other similar provision as the City may then have in effect.

E. INSURANCE REQUIRED; PENALTY.

- (a) Every owner of a golf cart shall provide liability insurance coverage in accordance with Section 200 of the Standard Traffic Ordinance, and amendments thereto, and the Kansas Automobile Injury Reparations Act, K.S.A. 3101, *et seq.*, and amendments thereto.
- (b) All provisions of Section 200 of the Standard Traffic Ordinance, and amendments thereto shall be applicable to all owners and operators of golf carts.

F. SEVERABILITY.

If any section, subsection sentence or term of this Ordinance or any application thereof to any person or circumstance is adjudged to be unconstitutional or invalid, such adjudication shall not affect the validity of any remaining portion of the Ordinance or its application to any remaining portion of the Ordinance or its application to any other person or circumstance.

G. PUBLICATION; EFFECTIVE DATE.

This Ordinance shall be published one time in the official City newspaper and shall take effect and be in force from and after said publication.

ADOPTED this 5th day of January, 2018.

(SEAL)

Gregory N Thompson, Mayor

(ATTEST)

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Jeremy Willmoth, City Manager



Request for Commission Action

Date: January 30, 2018

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

Action Requested: Consideration of the request by the Harrod's for the exclusion (de-annexation) of a parcel of land at the end of Morningview Ave.

Analysis: Based on statute KSA12-504 and 12-505, the owner of a property may petition for exclusion to the governing body or the planning commission. Upon the presentation of a petition, the City shall hold a public hearing. On January 8, 2017, the Planning Commission held said hearing. Upon consideration, they voted to recommend approval of the exclusion.

The statute states:

If the governing body or planning commission determines from the proofs and evidence presented that due and legal notice has been given by publication as required in this act, and that no private rights will be injured or endangered by such vacation or exclusion, and that the public will suffer no loss or inconvenience thereby, and that in justice to the petitioner or petitioners the prayer of the petitioner ought to be granted, the governing body shall order that such vacation or exclusion, or both, be made

At the public hearing, only the applicant spoke and offered testimony.

The Governing Body may "1) approve the recommendation of the Planning Commission without change; 2) override the Planning Commission's recommendation by a 2/3 majority vote of the membership of the Governing Body; or 3) return such recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove. Upon return of a recommendation from the Planning Commission, the Governing Body may take whatever action it deems necessary."

Fiscal Impact: Although there isn't a significant value of the property with its current use, the opportunity to build a dwelling on the property does create a potential future value. Additionally, the exclusion of the property would alter the corporate boundary which would therefore require the updating of the boundary description by resolution. City services do not currently serve the property but are adjacent to and available for a future use

Attachments:

(First published in the Cowley CourierTraveler, Friday, February 9, 2018)

BILL NO. 1812

ORDINANCE NO. 4084

AN ORDINANCE

APPROVING the petition for the exclusion of certain land from the incorporated city limits of the City of Winfield, Cowley County, Kansas.

WHEREAS, Rodney L. Harrod, Treva J. Harrod, and Brian T. Harrod, own a tract of land wholly within the corporate boundaries of the City of Winfield, Cowley County, Kansas; and,

WHEREAS, on December 4th, 2017, said owner did file in written form, a petition for the exclusion of the described property from the corporate boundaries of the City of Winfield; and,

WHEREAS, pursuant to K.S.A Supp. 12-504 et. Seq., due and proper notice by publication was given for a public hearing; and,

WHEREAS, said hearing was held on January 8th, 2018 by the Planning Commission; and,

WHEREAS, after due consideration, the Planning Commission recommended approval of the exclusion of property;

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

Section 1. Pursuant to K.S.A. 12-504 et. Seq., the Governing Body, deeming that no private rights will be injured or endangered by such exclusion and that the public will suffer no loss or inconvenience thereby, does hereby vacate from the incorporated city limits of the City of Winfield the following legally described land:

A parcel of land described as: Lots 27 and 28, Morningview Acres Subdivision,
Cowley County, Kansas.

Section 2. The Clerk of the City of Winfield, Cowley County, Kansas, is hereby authorized and directed to file a certified copy of this ordinance with the Register of Deeds for Cowley County, Kansas.

Section 3. This ordinance shall be in full force and effect from and after its adoption and publication in the official city newspaper.

ADOPTED this 5th day of February, 2018.

(SEAL)

ATTEST:

Gregory N. Thompson, Mayor

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Jeremy Willmoth, City Manager/ps



Request for Commission Action

Date: January 30, 2018

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

Action Requested: Consideration of the request by BBPJM, LLC for a change of zoning request and a conditional use permit to allow the construction of self-storage units.

Analysis: The applicant in this case has requested the necessary zoning changes in order to construct mini/self-storage on the parcel at 504 W 14th Ave. On January 8, 2018, the Planning commission held a public hearing and voted to recommend approval of both a zoning change from R-3, High Density Residential to C-2, Restricted as well as a conditional use permit for the construction of the units.

The Governing Body may “1) *approve the recommendation of the Planning Commission without change; 2) override the Planning Commission's recommendation by a 2/3 majority vote of the membership of the Governing Body; or 3) return such recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove. Upon return of a recommendation from the Planning Commission, the Governing Body may take whatever action it deems necessary.*”

Fiscal Impact: There is no direct fiscal impact to the city. However, the allowance of the use of the property, which is currently vacant, would allow the construction of commercial structures which would increase the valuation of the property.

Attachments:

(First published in the Cowley CourierTraveler, Friday, February 9, 2018)

BILL NO. 1813

ORDINANCE NO. 4085

AN ORDINANCE

AMENDING Article 3 of the Zoning Regulations of the City of Winfield, Kansas, by changing the boundaries of certain districts referred to on an official map designated as the “Zoning District Map of Winfield, Kansas,” which is made a part of Article 3 of the Zoning Regulations of the City of Winfield, Kansas.

WHEREAS, the Winfield City Planning Commission conducted a public hearing on January 8th, 2018, at the time and location as set forth in a public notice published in the Winfield Daily Courier to consider Zoning Case Number 2017-06; and,

WHEREAS, said Planning Commission on January 8th, 2018, passed a motion recommending a change in zoning as set forth in said Zoning Case Number 2017-06; and,

WHEREAS, after due consideration of the recommendation submitted by the Winfield City Planning Commission;

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

Section 1. The boundaries of certain zoning districts as shown on the “Zoning District Map of Winfield, Kansas,” referred to in Article 3 of the Zoning Regulations of the City of Winfield, and also referred to in other sections of the Zoning Regulations of the City of Winfield, Kansas, shall be changed from “R-3,” High Density Residential District to “C-2,” Restricted Commercial District for the following legally described property:

The East 46 feet Lot 10, all of Lot 11 and 12, the West 4 feet of Lot 10, and Lots 8 and 9 except Rail Road right of way, Block 33, Reads Addition all in the City of Winfield, Cowley County, Kansas, filed by BBPJM, LLC, owner.

Section 2. The “Zoning District Map of Winfield, Kansas” referred to in Article 3 of the Zoning Regulations of the City of Winfield, Kansas shall be revised accordingly to reflect said change in the boundaries of certain zoning districts described in this ordinance.

Section 3. Article 3 of the Zoning Regulations of the City of Winfield, Kansas, effective June 1, 2017 are hereby amended to incorporate the revised “Zoning District Map of Winfield, Kansas” and said revised “Zoning District Map of Winfield, Kansas,” including all notations, dimensions, references and symbols shown thereon pertaining to such districts, is hereby reincorporated and made a part of said Article 3, of the Zoning Regulations of the City of Winfield, Kansas as if fully described therein.

Section 4. All provisions of said Article 3, of the Zoning Regulations of the City of Winfield, Kansas shall remain in full force and effect except as they are in conflict or inconsistent herewith.

Section 5. The Clerk of the City of Winfield, Cowley County, Kansas, is hereby authorized and directed to file a certified copy of this ordinance with the Register of Deeds for Cowley County, Kansas.

Section 6. This ordinance shall be in full force and effect from and after its passage and publication in the official city newspaper.

ADOPTED this 5th day of February, 2018.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Jeremy Willmoth, City Manager/tp

A RESOLUTION

ACCEPTING and granting a Conditional Use Permit to BBPJM, LLC at 502 W. 14th Ave., Winfield, KS for construction of mini/self-storage units within a “C-2” Restricted Commercial District.

WHEREAS, the Planning Commission of the City of Winfield, Kansas, on January 8, 2018, conducted a Public Hearing to consider a request for a Conditional Use Permit for the purpose of constructing mini/self-storage units; and,

WHEREAS, at said hearing the Planning Commission recommended approval of said Conditional Use Permit, Case Number PC2017-07.

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

Section 1. A Conditional Use Permit in Cowley County, Kansas, granted to BBPJM, LLC, necessary to construct mini/self-storage units on the following legally described property:

The East 46 feet of Lot 10, all of 11 and 12, the West 4 feet of Lot 10, and Lots 8 and 9 except Rail Road right of way, Block 33, Reads Addition, to the City of Winfield, Cowley County, Kansas.

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

Section 3. The Mayor and Clerk of the City of Winfield, Kansas, are hereby authorized and directed to file said Conditional Use with the Register of Deeds of Cowley County, Kansas.

ADOPTED this 5th day of February, 2018.

(SEAL)

Gregory N Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Jeremy Willmoth, City Manager/tp



Request for Commission Action

Date: January 30, 2018

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

Action Requested: Seeking approval of a supplemental agreement to the master agreement for the Federal Fund Exchange program with KDOT.

Analysis:

KDOT has revised the Federal Fund Exchange program for 2018 (and moving forward.) The 'banking' of Exchange dollars is no longer allowed and the exchange rate is being reduced from \$0.90/\$1.00 to \$0.75/\$1.00 for the 2018 year.

The changes are a result of their evaluation of the program to date. Their costs for the exchange program has been higher than the exchange rate which impacts their ability to fund transportation projects state wide.

Fiscal Impact: There will be an obvious reduction in the exchange dollars for transportation projects. However, the continuance of the program remains a benefit to the City in funding local transportation projects.

Attachments: Supplemental Agreement, Sample Exchange Request

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute Supplemental Agreement No. 1 to Agreement No. 108-16 between the City and the Secretary of the Kansas Department of Transportation, relating to the federal fund exchange program.

WHEREAS, the City and the Secretary of Transportation of the State of Kansas entered into Agreement No. 108-16 dated January 10, 2017; and

WHEREAS, the parties now mutually desire to supplement the Original Master Agreement to reflect a change in the exchange provisions; and,

WHEREAS, the City, desires to enter into Supplemental Agreement No. 1 to Agreement No. 108-16 to receive funds for transportation projects constructed in the City of Winfield, Kansas.

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 Supplemental Agreement No. 1 to Agreement No. 108-16 between the City and the Secretary of the Kansas Department of Transportation, relating to the exchange of federal funds for state funds to be used in transportation projects in the City of Winfield, Cowley County, Kansas, a copy of which is attached hereto and made a part hereof the same as if fully set forth herein.

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

ADOPTED this 5th day of February, 2018.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Jeremy Willmoth, City Manager/ps

FUND EXCHANGE MASTER
CITY OF WINFIELD, KANSAS

S U P P L E M E N T A L A G R E E M E N T N o . 1

This Agreement, effective as of the date signed by the Secretary or designee, is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Winfield, Kansas** (the “City”), **collectively**, the “Parties.”

RECITALS:

- A. The Secretary and the City entered into Agreement No. 108-16 dated January 10, 2017, for the purpose of participating in the Secretary’s voluntary Federal Fund Exchange Program (the “Original Master Agreement”).
- B. The Parties now mutually desire to supplement the Original Master Agreement to reflect a change in the exchange provisions.

NOW, THEREFORE, the Parties agree as follows:

- 1. On page one (1) of the Original Master Agreement, Recital A be replaced in its entirety to read as follows:
 - A. The Secretary has authorized a voluntary Federal Fund Exchange Program under which local units of government may exchange some or all of the Federal Funds allotment by KDOT to the local unit in a specific federal fiscal year for State Funds allocated to the Secretary.
- 2. On page one (1) of the Original Master Agreement, Recital B be replaced in its entirety to read as follows:
 - B. The City desires to exchange all or a portion of the City’s annual allotment of Federal Funds for State Funds at the Exchange Rate.
- 3. On page one (1) of the Original Master Agreement, Article I, paragraph 2, **Banked Funds**, be deleted and the subsequent definition paragraphs renumbered.
- 4. On page two (2) of the Original Master Agreement, Article I, paragraph 4, **Exchange Rate**, be replaced in its entirety to read as follows:
 - 4. **“Exchange Rate”** means the exchange of the City’s Federal Funds allotment for State Funds at the reimbursement rate determined by the Secretary in the Fund Exchange Request.
- 5. On pages two (2) and three (3) of the Original Master Agreement, Article II, paragraph 3, **Exchange of Funds**, be replaced in its entirety to read as follows:
 - 3. **Exchange of Funds**. When the City submits a Fund Exchange Request, to use the Exchanged Funds pursuant to the Federal Fund Exchange Program, the following terms will apply to the exchange:
 - (a) The City authorizes the Secretary to retain and use the Exchanged Portion of the City’s annual allotment of Federal Funds for the federal fiscal year indicated in the Fund Exchange Request in exchange for State Funds at the Exchange Rate.
 - (b) The Secretary shall reimburse the City, with State Funds, for one hundred percent (100%) of costs incurred pursuant to this Agreement, in an amount not to exceed the

Exchange Rate multiplied by the Exchanged Funds. All costs incurred in excess of the fund exchange amount will be the sole responsibility of the City.

- (c) The City understands that the Secretary may use the retained Federal Funds exchanged by the City for any federally eligible purpose or project within the State.
- (d) The Secretary will make partial payments to the City for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing showing costs paid by the City and any reimbursement form required by KDOT.

6. Attachment A of the Original Master Agreement, is null and void, and is replaced by the attached Revised Attachment A.

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

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

ATTEST:

THE CITY OF WINFIELD, KANSAS

CITY CLERK

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

BY: _____
Catherine M. Patrick, P.E. (date)
State Transportation Engineer



REQUEST TO EXCHANGE FEDERAL FUNDS
under the Federal-Aid Fund Exchange Master Agreement

Date: _____

County/City: _____

Federal Funds to Be Exchanged: _____

Exchange Rate for 2XXX: \$0.XX State Funds/\$1.00 Federal Funds

The Secretary of Transportation is hereby requested to make available to the city/county State Funds in exchange for the city's/county's allotment of Federal Funds in the amount stated above. The Exchange will be made under the Terms and Conditions as set forth in the city/county's Federal Fund Exchange Master Agreement previously executed between the city/county and the Secretary. This request shall be attached to and become a part of the city/county's Federal Funds Exchange Agreement.

Contact Person: _____ Title: _____

Address: _____

Phone: _____ Email: _____

*Signature** *Date*

Typed or Printed Name

Title

**The representative signing this request must be authorized by law to bind the city/county to an agreement.*



Request for Commission Action

Date: January 29, 2018

Requestor: John Adams, Code Enforcement Inspector

Action Requested: Seeking approval of 1 setting resolutions ordering the repair or removal of 2104 W. 6th Ave.

Analysis: This structure was damaged due to fire September 7, 2017 and the city has had one in person contact with the owner November of 2017 who stated at the time that his intent was to repair and reoccupy the structure. Since that time a building permit for repair had been issued on January 5, 2018. I spoke with the owner January 29, 2018 as well as a representative of his insurance company. Both state that repairs are in the final stages and completion is near. This action is being requested primarily by procedure to continue to hold insurance proceeds until the structure repairs are completed.

Fiscal Impact: None.

Attachments: Setting resolution for 2104 W. 6th

BILL NO. 1816

RESOLUTION NO. 1218

A RESOLUTION

SETTING forth findings that the structure located on a tract of land legally described as: ***Lot 4, 5 and 6, Block 6, West Side Addition to Winfield, Kansas together with the West Half of Summit Street (now vacated), adjoining said lots, commonly known as 2104 W. 6th Ave., recorded in Book 0581 Page 312***, in the Office of the Register of Deeds in Cowley County, Kansas, is unsafe and/or dangerous and ordering said structure to be repaired or removed in ninety (90) days.

WHEREAS, the Governing Body, by **Resolution No. 7017**, scheduled a hearing for February 5th, 2018 at 5:30 p.m. to hear evidence to determine if the structure hereinafter described is unsafe and/or dangerous; and,

WHEREAS, on the 5th of February, 2018 the Governing Body heard all the evidence submitted.

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

Section 1. The Governing Body hereby finds that the structure located on a tract of land legally described as: ***Lot 4, 5 and 6, Block 6, West Side Addition to Winfield, Kansas together with the West Half of Summit Street (now vacated), adjoining said lots, commonly known as 2104 W. 6th Ave., recorded in Book 0581 Page 312***, in the Office of the Register of Deeds in Cowley County, Kansas, is unsafe and dangerous and hereby directs the owner to remove or repair said structure and make the premises safe and secure. The owner has ninety (90) days from the date of publication of this resolution or building permit date, whichever comes first, to complete repair work, bring the structure into code compliance and make said structure safe and habitable. Compliance must meet city standards and expectations. The owner must have the structure inspected by the city inspector and obtain a Certificate of Occupancy from the Inspection Department before said structure is deemed safe, habitable and ready for occupancy. Regardless of the expenditures and/or progress on the structure, if the owner fails to complete the repair within the time frame specified or fails to diligently prosecute the same until the work is completed, then at its discretion said Governing body will cause the structure to be razed and removed or extend the time period. The cost of razing and removal, less salvage, if any, shall be assessed as a special assessment against the parcel of land upon which the structures are located.

Section 2. Within thirty (30) days of publication, the owner shall provide to the Building Official a detailed written plan for rehabilitation or removal of the structure complete with estimated costs and completion date. Failure to provide said plan within the designated time shall constitute waiving of the established time for repair established in Section 1.

Section 3. The City Clerk shall cause said findings to be filed with the Register of Deeds of Cowley County, Kansas.

Section 4. This resolution shall be in full force and effect from and after its adoption and publication in the official city newspaper.

ADOPTED this 5th day of February, 2018.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Jeremy Willmoth, City Manager / ja

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an agreement with Swindoll, Janzen Hawk & Loyd, LLC, to perform an annual audit for the year ending December 31, 2017; and subject to the provisions hereof, for the years December 31, 2018, 2019, 2020, and 2021.

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

Section 1. The Mayor and Clerk of the City of Winfield, Kansas, are hereby authorized and directed to execute an agreement with Swindoll, Janzen Hawk & Loyd, LLC, to perform an annual audit for the year ending December 31, 2017; and subject to the provisions hereof, for the years December 31, 2018, 2019, 2020, and 2021 for the City of Winfield; and all other related subdivisions to be contracted for separately. Copy of said agreement is attached hereto and made a part hereof.

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

ADOPTED this 5th day of February, 2018.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Jeremy Willmoth, City Manager

CITY OF WINFIELD, KANSAS

AUDIT ENGAGEMENT LETTER

**RELATING TO THE AUDIT FOR THE
YEARS ENDING DECEMBER 31, 2017
AND, SUBJECT TO THE PROVISIONS HEREOF, FOR THE
YEARS ENDING DECEMBER 31, 2018, 2019, 2020, 2021**

February 1, 2018

City of Winfield
200 East 9th
P.O. Box 646
Winfield, KS 67156

To The Honorable Mayor and City Commission:

We are pleased to confirm our understanding of the services we are to provide City of Winfield, Kansas (City), for the years ended December 2017, 2018, 2019, 2020, and 2021. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the years ended December 2017, 2018, 2019, 2020, and 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison information on the major special revenue funds.
- 3) Required Supplementary Information for the KPERS and KP&F Pension Plans:
 - a) Schedule of City's Proportionate Share of the Net Pension Liability.
 - b) Schedule of City's Contributions.
- 4) Required Supplementary Information for Funding Progress for OPEB Plan.

We have also been engaged to report on supplementary information other than RSI that accompanies City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining nonmajor fund financial statements.
- 2) Individual fund budgetary comparison schedules.

sjhl.com

Hutchinson Office

200 N. Main • Hutchinson, KS 67504-2889
P: 888.414.0123 • F: 620.662.3350

McPherson Office

123 S. Main • McPherson, KS 67460
P: 888.241.1826 • F: 620.241.6926

Wichita Office

220 W. Douglas, Ste. 300 • Wichita, KS 67202
P: 316.265.5600 • F: 316.265.8021

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory section.
- 2) Statistical tables.
- 3) The financial statements of the Winfield Public Library, a component unit of the City. These financial statements will be included in the City's financial statements however, it is our understanding that the audit of those financial statements will be performed by other auditors and that information will be provided to us to incorporate into the City's CAFR.
- 4) The financial statements of the Winfield Housing Authority, a component unit of the City. These financial statements will be included in the City's financial statements however, it is our understanding that the audit of those financial statements will be performed by other auditors and that information will be provided to us to incorporate into the City's CAFR.

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles, the *Kansas Municipal Audit and Accounting Guide* and cash basis and budget laws of the State of Kansas, which is a comprehensive basis of accounting other than U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the *Kansas Municipal Audit and Accounting Guide* and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Commission of the City of Winfield. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in the preparation of the financial statements, notes to the financial statements and the required supplementary information schedules of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, the City Clerk, who possesses

suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Swindoll, Janzen, Hawk & Loyd, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulatory agencies or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Swindoll, Janzen, Hawk & Loyd, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulatory agencies or its designee. The regulatory agencies or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit on approximately May 1, 2018 and to issue our reports no later than July 31, 2018. D. Scot Loyd is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$50,000, excluding Single Audit requirements. Single Audit requirements apply when the City has \$750,000 or more Federal Funds expenditures during the year. Further, it is our understanding that the City desires a similar scope of services for the year's ending December 31, 2018, 2019, 2020, and 2021. Our fee for the succeeding years will be \$52,500, \$55,125, \$57,875, and \$60,775, respectively. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

It is mutually agreed that should unusual conditions arise whereby the accountants' services are necessary beyond the extent of the work heretofore contemplated and required, such unusual conditions shall be brought to the attention of the governing body, to enable them to determine whether the accountants shall be authorized and delegated to make a detailed investigation of the matters in question. This authorization process would also include a determination of whether this work could be completed under the nonattest Standard 1.295. This determination would be reviewed by Swindoll, Janzen, Hawk, & Loyd, LLC's management before presenting this additional work to the governing body for consideration. The basic scope of this audit contract shall not include, among other things, budget preparation; federal fund grants not specified above; new bond issues; new standards and regulations promulgated by any State or Federal agency; new funds or entities established by the client; bookkeeping services; computer system consultation and training; training on new computerized accounting systems; or other significant difficulties encountered due to inadequate or incomplete accounting records, difficult staff or turnover of staff. Any additional services will be completed at our standard hourly rates. Training and nonattest services would be based on our standard governmental hourly rates.

It is our understanding that your intent in engaging our professional services is that the services provided to you under this agreement for the internal use of management and the City Commission and the Office of Inspector General as required by your participation in the Federal Financial Assistance Programs if applicable. However, the Office of Inspector General is not entitled to rely on these professional services after December 31, of the year following the audit year without our express, written agreement. Moreover, as of the time of this engagement, we have not been notified, in writing or otherwise, that the professional accounting services rendered under this agreement will be made available to any other person, firm or corporation for any purpose not specified hereinabove.

Consequently, no other person, firm or corporation is entitled to rely upon these professional services for any purpose without our express, written agreement; and the Office of Inspector General, if applicable, is not entitled to rely upon these services except in connection with the reasons and for the time period referenced above without our express written agreement.

This engagement embodies the entire agreement and understanding between the parties hereto and there are no promises, warranties, covenants or conditions made by any of the parties except as herein expressly contained. The terms and conditions of this engagement shall be governed and construed in accordance with the laws of the State of Kansas and may only be modified in a writing signed by all the parties. Jurisdiction and venue of any dispute or cause of action arising out of or related to the subject matter of this agreement shall lie in the State of Kansas and any litigation arising out of or related to the professional services rendered hereunder shall be brought in the State of Kansas.

We appreciate the opportunity to be of service to the City of Winfield, Kansas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Swindoll, Janzen, Hawk and Loyd, LLC

RESPONSE:

This letter correctly sets forth the understanding of the City of Winfield, Kansas.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

F. Qualifications

These professionals offer over 70 years of combined service to various audited entities, plus other professionals in our firm that will be behind the scenes providing those technical services that make our firm a top performer in the auditing arena. No firm can match the talent and commitment of our professional team. The individuals on the team make the difference in quality. We have consistently proven that we are there when needed; we get the job done.

D. Scot Loyd, CGFM, CPA, CFE, CGMA Member

EDUCATION

B.A. in Accounting from Tabor College, Hillsboro, Kansas, 1983.

CERTIFICATION

Certified Public Accountant, Kansas, 1986 (Certificate No. 5242)
Certified Government Financial Manager, 1996 (Certificate No. 4171)
Certified Fraud Examiner, 2012 (Member No. 18043)
Chartered Global Management Accountant, 2013 (Certificate No. 110041452)



PROFESSIONAL EXPERIENCE

Scot has 34 years of audit and accounting experience gained with Swindoll, Janzen, Hawk & Loyd, LLC (SJHL) and other organizations. He is member in charge of a diversified governmental practice relating to federal, states, counties, cities, schools, colleges, Single Audits of not-for-profits and governmental entities, governmental software development and consultation on other miscellaneous entities. He has been a Member/Owner with the firm Swindoll, Janzen, Hawk & Loyd, LLC of McPherson, Kansas since January 1, 1990. From June 1986 to December 1989, Scot was a staff accountant/manager with this same firm. Prior to joining his current firm, Scot was a staff accountant with the firm of Yerkes and Michels, CPA's in Independence, Kansas from May 1983 to June 1986. He was also an intern with Yerkes and Michels, CPA's for the summer of 1982.

Local Governments. During his tenure at the firm, Scot has provided the following services for local government clients: audit, budget, general and technology consultation, training, software development and operational management. Specifically, Scot has audited and/or been associated with the following Federal programs as they relate to these local governments:

- Department of Transportation (DOT)
- Department of Housing and Urban Development (HUD)
- Department of Agriculture (USDA)
- Department of Education (ED)
- Department of Interior (DOI)
- Department of Health and Human Services (HHS)
- Department of Homeland Security (specifically FEMA)

Governmental Software Development. Scot has been involved with the development and implementation of various Windows based software programs for governmental entities. Scot's governmental background provides an audit/financial statement approach to the unique programming of the software products.

- Through January 2005, Scot was involved with a software project for the State of Oklahoma. Through his professional relationships with Crawford and Company, CPAs in Oklahoma City, the Oklahoma Municipal League (OML) has adopted governmental software as the software of choice through their website for Oklahoma cities.
- In September 2003, Saline County, Kansas decided to take the same opportunity in the county software arena. He has been involved with the development of a very similar county PC software product for Saline County and other county software customers through January 2005.

F. Qualifications

Federal Emergency Management Agency. Swindoll, Janzen, Hawk & Loyd, LLC as sub-contractors for Cotton & Company, located in Washington, D.C. SJHL assisted in conducting performance audits of disaster assistance grants to which FEMA has obligated many millions of dollars of funding to States, and Scot was one of the partners/managers on this work. FEMA typically awards a single grant to a state where a disaster has occurred, and the state office that handles emergencies is the grant recipient. The agencies and entities are the sub-grantees. The objective of this audit is to determine compliance by the state and certain sub-grantees with grant management regulations. This audit is being conducted in accordance with federal regulations, guidance provided by FEMA's Office of Inspector General, FEMA's audit guide, and with *Government Auditing Standards*, as promulgated by the Comptroller General of the United States. Scot's firm was involved with the States of Nebraska, Kansas, Oklahoma, Nevada, Iowa, Missouri and Arizona.

State of Kansas—Contract for Fiscal Years Ending June 30, 1998, 1999 & 2000. One of the more notable engagements under his supervision at SJHL was the sub-contract arrangement with Deloitte & Touche, LLP on the State of Kansas audit. Through this arrangement he was responsible for supervision and performance of a portion of the statewide Single Audit. He was involved or in charge of auditing the following Federal/State programs:

- Department of Health and Human Services (HHS)
- Department of Agriculture (USDA)
- Department of Defense (DOD)
- Department of Justice (DOJ)
- Department of Interior (DOI)
- Review of the Social Rehabilitation Services (SRS) Cost Allocation Plan

Not-for-profit engagements. Notable engagements he has been involved in at Swindoll, Janzen, Hawk and Loyd, LLC are the audits of three private colleges and other not-for-profit engagements. Through these not-for-profit engagements he has been involved with the entire audit process in the past and currently serves as one of the concurrent reviewers of the private colleges Single Audit of expenditures of Federal financial awards. To date he has been associated with the following Federal/State programs as they relate to not-for-profits:

- **Department of Education (ED).** (1) Student Financial Aid Cluster which includes CFDA #84.063 Federal Pell Grant, CFDA #84.007 Federal Supplemental Educational Opportunity Grant (FSEOG), CFDA #84.033 Federal Perkins Loan Program, CFDA #84.038 Federal Work Study (FWS), and CFDA #84.032 Federal Educational Loan Program.

Book authorship and reviews. Scot was a co-author and has assisted various vendors and authors in book reviews in past years. He has co-authored several books or publications with Michael A. Crawford, the following publications being the most notable:

- 2005-2010 CCH Miller Governmental GAAP Guide
- 2005-2010 CCH Miller Governmental GAAP Practice
- 2008-2010 CCH Miller Governmental Auditing Guide
- CCH Governmental GAAP Update Service
- 2007-2010 "CPA's Guide to Independence and Ethics"

Public Speaking Engagements. Scot has extensive involvement as a presenter at conferences in conjunction with the Kansas Association of Counties, Kansas Association of County Commissioners, Kansas Association of School Business Officials, Kansas Association of County Treasurers, Kansas County Officials Association, Wichita State University Hugo Wall School of Urban and Public Affairs—County Clerk's and Municipal Finance Officers of Kansas, American Institute of Certified Public Accountants (AICPA), and State Societies of Certified Public Accountants Governmental Accounting and Auditing Conferences, etc.

F. Qualifications

Other Professional Experience and Affiliations. Scot has been extensively involved in Federal, State and Local governmental and auditing standards committee activities, along with youth leadership activities.

- **American Institute of Certified Public Accountants Government Performance and Accountability Committee (GPAC).** Served a four year term on this committee from October 1, 2006 to September 30, 2010. Scot was the only CPA in the United States from a firm that was on this committee.
- **American Institute of Certified Public Accountants Professional Ethics Executive Committee (PEEC).** Served a three year term from October 1, 2003 to September 30, 2006 on this committee. Scot assisted the AICPA Ethics Division staff in conducting investigations of CPA referrals regarding audit failures or independence violations.
- **U.S. Comptroller General appointed Scot to the U.S. GAO Strategic Planning Task Force as of June 19, 2003.** Scot was the CPA representative from the United States to serve on a task force of Federal, State, Local government representatives and CPA Society representatives to develop a strategic plan relating the National Intergovernmental Audit Forum to the 10 Regional Intergovernmental Audit Forums across the United States;
- **American Institute of Certified Public Accountants, Partnering for CPA Practice Success (PCPS) Technical Issues Committee (TIC).** Scot was chairman of this committee's governmental zone from October 1, 1999 to September 30, 2001.
- **Kansas Society of Certified Public Accountant's Governmental Accounting and Auditing Committee.** Scot was chairman from September 1992 to August 1995, and remains a member of this committee (currently called task force).
- **Kansas Society of Certified Public Accountant's representative to the Mid-America Intergovernmental Audit Forum (MAIGAF) since 1992.** As of January 2002 and again in December 2010, Scot served as Chairman and on the Board until 2015.
- **National Intergovernmental Audit Forum Executive Committee through Government Accountability Office, Washington, D.C.** Scot is the only member from public practice on this committee. He has served on this committee since 2014 and continues to contribute to this effort. The Comptroller General of the United States of America serves as the Chairman.
- **Kansas Municipal Audit and Accounting Guide (KMAAG) Editorial Board,** beginning in September 2012. This is Scot's second time to be on the editorial board for KMAAG. Scot served as Chairman and on the Board until 2015.
- **Government Finance Officers of America (GFOA) Special Report Review Committee 1992 to 2003.**
- **Associate member of the Kansas Bankers Association.**
- **Fellowship of Christian Athletes (FCA) State of Kansas board member/consultant and huddle leader 1997 to present.**
- Various other positions in organizations furthering the governmental accounting, financial management and auditing profession.

Continuing Professional Education

- FY June 30, 2017 and prior, Scot has met and/or exceeded the required CPE hours.

F. Qualifications

Christina J. Henson, CPA, CGMA
Manager

EDUCATION

Masters in Accounting from Kansas State University, Manhattan, Kansas, 2001.

CERTIFICATION

Certified Public Accountant, Kansas, 2004 (Certificate No. 9945)

PROFESSIONAL EXPERIENCE

Christina has 17 years of audit and accounting experience. She is an audit manager in the diversified governmental, not-for-profit and commercial practice relating to municipalities.



Local Governments. Christina has audited and/or been associated with the following Federal programs as they relate to these local governments:

- Department of Agriculture (USDA). CFDA #10.553 School Breakfast Program, CFDA #10.555 National School Lunch Program, CFDA #10.558 Child and Adult Care Food Program;
- Department of Education (ED). CFDA #84.010 Title I, CFDA #84.027 Title VI-B IDEA and Title VI-B Discretionary Spending Projects, Student Financial Aid Cluster including CFDA #84.007 SEOG, CFDA #84.033 Federal Work-Study, CFDA #84-063 Pell, CFDA #84.268 Federal Direct Student Loan, & CFDA #84.375 Academic Competitiveness Grant, CFDA #84.042A TRIO Student Support Services cluster, CFDA #84.048 Vocational Education Basic Grants
- U.S Department of Health and Human Services (HHS). CFDA #93.600 Head Start
- U.S. Department of Housing and Urban Development. CFDA #14.228 Community Development Block Grant
- U.S. Department of Transportation. CFDA #20.500 Federal Transit Capital Investment Grants, CFDA #20.509 Formula Grants for Other than Urbanized Areas.

Not-for-profit engagements. Notable engagements she has been involved in is the audit of Hutchinson Community College Endowment Association and the Reno County Historical Society. Through these engagements she has had the opportunity to experience and apply many unique and complex accounting principles related to not-for-profit engagements.

Income Tax. Christina has 17 years experience in the preparation of federal and state income and excise tax returns. Areas of practice include individuals, partnerships and LLCs, corporations, S-corporations, and non-profits/private foundations form 990 series. Income tax research, consultation, and helping clients with IRS and Kansas letters and audits are an important part of Christina's practice.

Other Professional Experience and Affiliations. Christina has been involved in State and Local activities. The following bullets summarize Christina's involvement with these activities:

- **Member of the American Institute of Certified Public Accountants;**
- **Member of the Kansas Society of Certified Public Accountant's;**
- **Associate member of the Kansas Bankers Association**

Continuing Professional Education

- FY June 30, 2017 and prior, Christina has met and/or exceeded the required CPE hours.

F. Qualifications

Melanie Goering

Sr. Accountant

EDUCATION

B.A. in Science in Accounting from Pensacola Christian College, Pensacola, FL in 2014.

PROFESSIONAL EXPERIENCE

Melanie started in the audit area with Swindoll, Janzen, Hawk & Loyd, LLC in March 2015. Her experience includes audits of school districts, private and community colleges, cities, and counties. Her specialties are local governments.

PROFESSIONAL AFFILIATIONS

- **Associate Member of the Kansas Society of Certified Public Accountant's**

CONTINUING PROFESSIONAL EDUCATION

- FY June 30, 2017 and prior, Melanie has met and/or exceeded the required CPE hours.



Hope Rein

Staff Accountant

EDUCATION

B.A. in Accounting from Pittsburg State University, Pittsburg, KS, in 2016.

PROFESSIONAL EXPERIENCE

Hope started in the audit area with Swindoll, Janzen, Hawk & Loyd, LLC in 2016. Her experience includes audits of school districts, and not for profits.

PROFESSIONAL AFFILIATIONS

- **Associate Member of the Kansas Society of Certified Public Accountant's**

CONTINUING PROFESSIONAL EDUCATION

- Hope has just begun her career and has not yet had to meet required CPE hours.





Request for Commission Action

Date: January 27, 2018

Requestor: Jeremy Willmoth, City Manager

Action Requested:

Request approval of Resolution expressing support for a potential Westar project that can provide the City with another transmission point to add redundancy to our system.

Analysis:

Our partners, KPP and Gridliance have been working with Westar on a potential transmission line project that could benefit the City of Winfield by providing another interconnection from a northern source to provide redundancy to our current 69 kV loop. As it stands today, if we were to lose our ability to gain transmission from Westar through the Tie substation, our entire City would be without power. By building this secondary interconnection from the north to the Viking substation we would improve our reliability for our customers.

Through the Southwest Power Pool, Westar would have to place this project in their transmission project plan, and we are hopeful that this Resolution along with our partnerships will help convince Westar that this project is worth doing not only for us, but for their customers to our North.

Fiscal Impact:

N/A

Attachments:

Requested Resolution

A RESOLUTION

ENCOURAGING an additional Transmission Project and Interconnection with Westar Energy to provide improved performance and redundancy to our system.

WHEREAS, the City of Winfield, Kansas (the “City”) is a public power provider that owns its own transmission system; and

WHEREAS, that system is currently networked with the Westar Energy (“Westar”) transmission system with the City’s 69 kV circuits all congregating at the same substation; and

WHEREAS, the City is susceptible to a single point of failure which would result in a blackout to the City and impacts reliable service to the citizens of Winfield; and

WHEREAS, the City desires to increase transmission access and to improve reliability, in a manner that is comparable to other cities of its size within Kansas; and

WHEREAS, addressing this issue is a top priority and the City requests that KPP place a high priority on addressing this issue; and

WHEREAS, the City supports the proposed transmission solution proposed by KPP and Westar; and

WHEREAS, the City is appreciative of efforts of the KPP and Westar to develop a solution that addresses the concerns of the City and meets the needs of other stakeholders in the region.

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

Section 1. The City hereby authorizes KPP and its authorized representatives, to act on behalf of the City to work with the City staff to address this issue to reach an agreeable solution with Westar concerning the City’s need to have redundancy in the transmission system from the Northeast to mitigate the single point of failure in the current system.

Section 2. This Resolution shall become effective upon its approval and passage by the governing body of the City.

PASSED AND APPROVED by the Governing Body of the City of Winfield, Kansas this 5th day of February, 2018.

CITY OF WINFIELD, KANSAS

(SEAL)

Gregory N Thompson, Mayor

(ATTEST)

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Jeremy Willmoth, City Manager