

**CITY COMMISSION MEETING  
Winfield, Kansas**

DATE: Tuesday, January 18, 2022  
TIME: 5:30 p.m.  
PLACE: City Commission – Community Council Room – First Floor – City Building

**AGENDA**

CALL TO ORDER.....Mayor Ronald E. Hutto  
ROLL CALL.....City Clerk, Brenda Peters  
MINUTES OF PRECEDING MEETING.....Monday, January 03, 2022

**OATH OF OFFICE**

-Mayor Ronald E. Hutto

**BUSINESS FROM THE FLOOR**

-Citizens to be heard

**NEW BUSINESS**

Ordinances & Resolutions

**Bill No. 2202 – A Resolution** – Declaring the results of the General Municipal Election held in the City of Winfield, Kansas, on November 4, 2021.

**Bill No. 2203 – A Resolution** – Authorizing and directing the Mayor and City Manager of the City of Winfield, Kansas, to execute an agreement with Loyd Group, LLC, to perform an annual audit for the year ending December 31, 2021; and subject to the provisions hereof, for the years December 31, 2022, 2023, 2024, and 2025.

**Bill No. 2204 – A Resolution** – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas to execute an agreement between the City, South Kansas and Oklahoma Railroad Company, and the Secretary of the Kansas Department of Transportation relating to KDOT Project No. 18 X-3105-01, Crossing of the South Kansas and Oklahoma Railroad Company tracks and 4<sup>th</sup> Avenue in the City of Winfield, Cowley County, Kansas.

**OTHER BUSINESS**

**ADJOURNMENT**

-Next regular work session Thursday, February 3, 2022 at 4:00 p.m.

-Next regular meeting Monday, February 07, 2022.

**CITY COMMISSION MEETING MINUTES**  
**Winfield, Kansas**  
**January 3, 2022**

The Board of City Commissioners met in regular session, Monday, January 03, 2022 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Gregory N. Thompson presiding. Commissioners Ronald E. Hutto, Phillip R. Jarvis and Commission-elect Brenda Butters were also present. Also in attendance were Taggart Wall, City Manager; Brenda Peters, City Clerk; and William E. Muret, City Attorney. Other staff member present was Patrick Steward, Director of Public Improvements.

Mayor Thompson noted all Commissioners present.

Commissioner Jarvis moved that the minutes of the December 20, 2021 Meeting be approved. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

**OATHS OF OFFICE**

City Clerk Peters administered the Oath of Office to Brenda K. Butters and Commissioner Gregory N. Thompson.

**PRESENTATION**

Commissioner Thompson presented a Service Award to outgoing Commissioner Jarvis to recognize his service to the City of Winfield.

Commissioner Butters moved to nominate Commissioner Hutto as Mayor. Commissioner Thompson seconded the motion. With all Commissioners voting aye, motion carried.

Mayor Hutto presented a Service Award to outgoing Mayor Thompson to recognize his service the past year as Mayor to the City of Winfield.

Commissioner Butters moved to nominate Commissioner Gregory N. Thompson as Presiding Officer. Motion was seconded by Mayor Hutto. With all Commissioners voting aye, motion carried.

**BUSINESS FROM THE FLOOR**

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

**NEW BUSINESS**

**Bill No. 2201 – A Resolution** – Authorizing and directing the City Manager of the City of Winfield, Kansas, to execute a facility lease agreement between the City of Winfield, Kansas, and Broken Spoke Clydesdales, regarding the operation of a horse barn facility located at the Winfield Fairgrounds. City Manager Wall explains this Resolution is for a lease for the horse barn. Upon motion by Commissioner Thompson, seconded by Commissioner Butters, all Commissioners voting aye, Bill No. 2201 was adopted and numbered Resolution No. 0122.

**OTHER BUSINESS**

**ADJOURNMENT**

Upon motion by Commissioner Butters, seconded by Commissioner Thompson, all Commissioners voting aye, the meeting adjourned at 5:36 p.m.

Signed and sealed this 12<sup>th</sup> day of January 2022.

Signed and approved this 18<sup>th</sup> day of January 2022.

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Brenda Peters, City Clerk

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Ronald E. Hutto, Mayor

**A RESOLUTION**

**DECLARING** the results of the General Municipal Election held in the City of Winfield, Kansas, on November 4, 2021

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**WHEREAS**, the General Municipal Election of the City of Winfield, Kansas, for the election of two (2) Commissioners was held on November 4, 2021, and:

**WHEREAS**, the County Clerk of Cowley County, Kansas, has certified the election results as determined by the County Board of Canvassers, said results being as follows:

Brenda K. Butters	746
Gregory N. Thompson	701
Kevin L. Coon	496
Michael D. Kelley	357
Michael Rozell	186

and;

**WHEREAS**, according to K.S.A. 12-005a, the person receiving the largest number of votes at said election shall thereby be elected to a four-year term of office and the person receiving the next largest number of votes at said election shall thereby be elected to a two-year term,

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

**Section 1.** It is hereby declared that the results of the General Municipal Election held on November 4, 2021, are as follows:

- a. Brenda K. Butters who received 746 votes has been elected to a four-year term of office as a member of the governing Body of the City of Winfield, Kansas,
- b. Gregory N. Thompson who received 701 votes has been elected to a two-year term of office as a member of the Governing Body of the City of Winfield, Kansas,
- c. Said terms shall commence at this first regular meeting of the Governing Body following certification of said election, upon taking and subscribing to an oath or affirmation as specified in K.S.A. 54-106.

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

**ADOPTED** this 18<sup>th</sup> day of January 2022.

(SEAL)

\_\_\_\_\_  
Ronald E. Hutto, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Peters, City Clerk

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

Approved for Commission action: \_\_\_\_\_  
Taggart Wall, City Manager



## Request for Commission Action

**Date: January 11, 2022**

**Requestor: Brenda Peters**

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**Action Requested: Consideration and approval of the Engagement Letter from Loyd Group, LLC to perform the 2021 Annual Audit of financial statements for the City of Winfield.**

**Analysis: The Finance Department was notified recently that the firm of Swindoll, Jantzen, Hawk and Loyd, LLC would no longer be providing this service. We were contacted in advance by Scot Loyd that he would be starting his own group that would still specialize in audit, budget and advisory services for governmental entities. We will be working with the same individuals that we have worked with the previous four years for the audit. The fees for the next five years will remain the same as stated below**

**Fiscal Impact: \$57,875**

**Attachments: Engagement Letter from Loyd Group, LLC**

**A RESOLUTION**

**AUTHORIZING** and directing the Mayor and City Manager of the City of Winfield, Kansas, to execute an agreement with Loyd Group, LLC, to perform an annual audit for the year ending December 31, 2021; and subject to the provisions hereof, for the years December 31, 2022, 2023, 2024, and 2025.

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

**Section 1.** The Mayor and City Manager of the City of Winfield, Kansas, are hereby authorized and directed to execute an agreement with Loyd Group, LLC, to perform an annual audit for the year ending December 31, 2021; and subject to the provisions hereof, for the years December 31, 2022, 2023, 2024, and 2025 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 18th day of January 2022.

(SEAL)

\_\_\_\_\_  
Ronald E. Hutto, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Peters, City Clerk

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

Approved for Commission action: \_\_\_\_\_  
Taggart Wall, City Manager



**LOYD GROUP, LLC**

520 S. Main Street  
P.O. Box 7  
Galva, KS 67443  
620-654-7565  
www.loyd-group.com

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January 11, 2022

City of Winfield  
200 East 9<sup>th</sup>  
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 year ended December 31, 2021.

**Audit Scope and Objectives**

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 disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended December 31, 2021. Accounting standards generally accepted in the United States of America (GAAS) 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 (GAAS). 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 (GAAP) 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 the 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 GAAS, 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

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 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.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

#### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. 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 an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. 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.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

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.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. 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.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls over expenditures related to compliance with budgetary and cash basis laws.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the 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 preparing the financial statements of the City in conformity with accounting principles generally accepted in the United States of America 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.

## **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, 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 accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). 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, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (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. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

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 of each opinion unit 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, grantors, 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 accounting principles generally accepted in the United States of America. 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 the 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 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 Loyd Group, LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available 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 Loyd Group, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We expect to begin our audit on approximately January 1, 2022 and to issue our reports no later than June 15, 2022. D. Scot Loyd is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

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 \$57,875. 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 60% on February 1, 2022 and 40% rendered at the deliver of the audit report 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(s). 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.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We will issue a formal engagement letter for each year for the services to be rendered under this agreement for December 31, 2022 thru December 31, 2025. We will honor the same pricing as above for those four years.

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 Loyd Group, 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 hourly rates.

During the course of the audit we may observe opportunities for economy in, or improved controls

over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

To ensure that Loyd Group, LLC's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions, including password protecting confidential documents. However, as email can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom it is directed and only to such parties, we cannot guarantee or warrant that email from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of email transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

The engagement documentation for this engagement is the property of Loyd Group, LLC and constitutes confidential information. However, subject to applicable laws and regulations, engagement 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 engagement documentation will be provided under the supervision of Loyd Group, LLC personnel. Furthermore, upon request, we may provide copies of selected engagement 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.

In addition, you further agree that in the event our firm or any of its employees or agents is called as a witness or requested to provide any information whether oral, written, or electronic in any judicial, quasi-judicial, or administrative hearing or trial regarding information or communications that you have provided to this firm, or any documents and workpapers prepared by Loyd Group, LLC in accordance with the terms of this agreement, you agree to pay any and all reasonable expenses, including fees and costs for our time at the rates then in effect, as well as any legal or other fees that we incur as a result of such appearance or production of documents.

It is our policy to keep records related to this engagement for seven years. However, Loyd Group, LLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Loyd Group, LLC shall be free to destroy our records related to this engagement.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by a mutually agreed upon arbitrator, under its applicable rules for resolving professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the applicable rules for resolving

professional accounting and related services disputes, except that under all circumstances the arbitrator must follow the laws of Kansas. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

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 this engagement 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 parties referenced above are 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.

## **Reporting**

We will issue written reports upon completion of our audit of the City. Our reports will be addressed to the City Commission of Winfield, Kansas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. 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 issue reports, or we may withdraw from this engagement.

We appreciate the opportunity to be of service to you 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 attached copy and return it to us.

Very truly yours,

*D. Scot Loyd, CPA, CGFM, CFE, CGMA, CNC*

By D. Scot Loyd, CPA, CGFM, CFE, CGMA, CNC

*Loyd Group, LLC*

Loyd Group, LLC

RESPONSE:

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

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**A RESOLUTION**

**AUTHORIZING** and directing the Mayor and Clerk of the City of Winfield, Kansas to execute an agreement between the City, South Kansas and Oklahoma Railroad Company, and the Secretary of the Kansas Department of Transportation relating to KDOT Project No. 18 X-3105-01, Crossing of the South Kansas and Oklahoma Railroad Company tracks and 4<sup>th</sup> Avenue in the City of Winfield, Cowley County, Kansas.

**WHEREAS**, said project shall be undertaken and completed by the Secretary of The Kansas Department of Transportation except as otherwise modified by this Agreement; and,

**WHEREAS**, no cost for said project is assessed to the City of Winfield, Kansas; and,

**WHEREAS**, the City, by this Resolution, authorizes the Secretary to undertake and complete the Project within the corporate limits of 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, an Agreement between the City, the Southern Kansas and Oklahoma Railroad Company, and the Secretary of the Kansas Department of Transportation, relating to Project No. 18 X-3105-01, crossing of the South Kansas and Oklahoma Railroad Company tracks and 4<sup>th</sup> Avenue in said City and giving the Secretary authority to act for said City on said project that is within the corporate limits of the City of Winfield, with no associated cost assessed to said City, 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 adoption.

**ADOPTED** this 18th day of January 2022

(SEAL)

\_\_\_\_\_  
Ronald E Hutto, Mayor

**ATTEST:**

\_\_\_\_\_  
Brenda Peters, City Clerk

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

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





Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745

Julie L. Lorenz, Secretary  
Scott W. King, P.E., Chief

Phone: 785-296-3901  
Fax: 785-296-4302  
kdot#publicinfo@ks.gov  
<http://www.ksdot.org>  
Laura Kelly, Governor

December 21, 2021

City of Winfield  
Attn: Mr. Patrick Steward  
200 E. 9<sup>th</sup> Ave.  
P.O. Box 646  
Winfield, KS 67156

Dear Mr. Steward:

Subject: Project No. 18 X-3105-01, Crossing of the South Kansas and Oklahoma Company's tracks and 4<sup>th</sup> Avenue in the City of Winfield, Cowley County

Reference is made to our previous correspondence for the above project. We have received the agreements from the railroad company with which they have executed on their behalf.

Attached are three (3) original copies each of an agreement for the above mentioned project. Please have all three (3) copies of the agreement executed by the City and return them to this office for further handling. Please do not date the agreement copies. They will be dated after all parties have signed. We will also need a copy of the resolution giving the Mayor authority to sign the agreements. Please return agreements to:

Delbert L. Ramsey [KDOT]  
Bureau of Road Design  
Eisenhower State Office Building  
700 S.W. Harrison St.  
Topeka, KS 66603-3754

If you have any questions or need further information, please contact me at (785) 296-2373.

Sincerely,

William M. Sothers, P.E.,  
Coordinating Engineer

A handwritten signature in black ink, appearing to read "Delbert Ramsey".

Delbert L. Ramsey [KDOT]  
Engineering Technician Specialist  
Coordinating Section

Attachment

c: File

"CITY'S ORIGINAL"

Agmt. No. 006213024

**A G R E E M E N T**

South Kansas and Oklahoma  
Railroad Company  
Crossing Signals and Gates  
Crossing Surface

Project No. 18 X-3105-01  
HSIP-X310(501)  
Cowley County, Kansas

Agreement between the South Kansas and Oklahoma Railroad Company, the City of Winfield, Cowley County, Kansas, and the Secretary of Transportation of the State of Kansas, relative to the construction and maintenance of Highway Crossing Signals under Section 130, United States Code 23.

\* \* \* \* \*

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the South Kansas and Oklahoma Railroad Company, hereinafter referred to as the "Company", the City of Winfield, Cowley County, Kansas, hereinafter referred to as the "City", and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the "Secretary".

**WITNESSETH:**

**WHEREAS**, the Secretary proposes to submit to the Federal Highway Administration of the United States Department of Transportation a project providing for the installation of railway-highway crossing signals, flashing light straight post type and gates at a grade crossing (DOT #007377A) on 4<sup>th</sup> Avenue, in the City of Winfield, Cowley County, Kansas, said project to be known and designated as Project No. 18 X-3105-01; HSIP-X310(501) and more particularly described as follows:

at the intersection of 4<sup>th</sup> Avenue and the Company's tracks approximately 700 feet north and 370 feet east of the Southwest Corner of Section 22, Township 32 South, Range 4 East, in Winfield, Cowley County, Kansas,

and will recommend its approval for construction under Section 130, United States Code 23 and amendments thereto, and

**WHEREAS**, the locations for the flashing light signals were determined by a diagnostic team consisting of representatives of the Company, the City, and the Secretary, and

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, and subject to the approval of the Federal Highway Administration, it is hereby agreed by the parties hereto:

1. The Company will make contributions equal to ten percent (10%) of the total cost of the project, including preliminary engineering, construction, sales tax, users tax and such other

items as are properly chargeable to the project under Section 130, United States Code 23 and amendments thereto.

2. The City will install and maintain the advance warning signs.

3. The Company will provide the Secretary with a copy of the bill of materials and the detailed estimate of the cost of the project. The estimate to be attached to and become a part of this agreement.

4. After being notified by the Secretary that the project has been approved and that work may begin, the Company will notify the Secretary's Area Engineer at Winfield, Kansas, at least one week in advanced of the date that work on the project is to be started and should withdrawal from the project become necessary for any reason, the Company will each time notify the Secretary's Area Engineer of the date that work on the project is to be resumed.

5. The Company, for the account of the Secretary, will perform the following items of work:

(a) Remove the existing crossing surfacing and install a concrete type crossing surfacing of an approved type at the mainline track to a length necessary for roadway width.

(b) Remove the existing crossbucks and install the new straight post signals and gates and make all connections necessary for their successful operation, and do all incidental and appurtenant work in accordance with the project and the "Manual on Uniform Traffic Control Devices".

6. The Company will furnish all of the material and do all of the work with its own forces, or the work may be done by a contractor paid under a contract let by the Company in compliance with the provisions of 23 C. F. R., Chapter I, Subchapter B, Part 140, Subpart I. Said Title 23 Code of Federal Regulations (23 C. F. R.) is by reference made a part of this agreement. If this work is to be done by a contractor paid under a contract let by the Company, prior written approval shall be obtained from the Secretary. The estimated schedule by the Company for the completion of the work for this project is one year from the date of this agreement.

7. This Agreement is subject to and the Company agrees to comply with 23 U.S.C. 313 ("Buy America") and 23 C.F.R 635.410 ("Buy America requirements") which require that all iron and steel permanently incorporated in the Company's facilities that are constructed under this Agreement shall have been manufactured, produced, and processed in the United States. Manufacturing processes include any process which modifies the chemical content, the physical size or shape, or the final finish of the iron or steel. These processes include initial melting, mixing, rolling, machining, extruding, bending, grinding, drilling, and coatings applied to iron or steel (including epoxy coatings, galvanizing,

painting, and any other coating that protects or enhances the value of the iron or steel used). Companies providing iron or steel or performing any manufacturing processes on the iron or steel shall include a "Buy America" statement on test reports and material certifications submitted to the Company. The "Buy America" statement shall identify the source of the iron or steel and the location(s) of the manufacturing processes. The statement shall certify that the company issuing the test report or material certification complies with all provisions of the Buy America Act. Buy America requirements do not apply to temporary items (Example: temporary sheet piling, steel scaffolding, and falsework) on the contract, even if these items are left in place with the Engineer's approval. The Company will include the test results and material certifications with its billing to the Secretary.

8. The Company will keep detailed and accurate records of all labor, materials, supplies, incidentals and all other necessary costs involved in carrying out the work performed by the Company under the terms of this agreement, and will give access to such records at any time during regular office hours to any authorized representative of the Secretary or of the Federal Highway Administration, for a period of three years from the date final payment has been received by the Company.

9. Preparation of preliminary estimates, procurements, performance of work, expenditures, billing and reimbursement shall all be done in accordance with 23 C. F. R., Chapter I, Subchapter B, Part 140, Subpart I.

10. To reimburse the Company within thirty (30) calendar days after receipt of the undisputed portion of any invoice for cost incurred for work done by the Company in accordance with the provisions of this Agreement except amounts retained from each billing and payment of the final billing pursuant to paragraph 11.

11. The Company will submit to the Secretary's Area Engineer a final and complete billing of the incurred costs less ten percent (10%) for the Company's contribution within one year after the completion of the work, and the Secretary will pay amount equal to ninety-five percent (95%) of the total amount of each billing for this project pending final audit. Upon completion of final audit, the Secretary will reimburse the Company for the total amount of the final billing found eligible for payment under federal auditing standards, cost principles and regulations. The Company will reimburse the Secretary for ninety percent (90%) of the amount of all items in the Company's bill which are found to be ineligible for payment under federal auditing standards, cost principles and regulations.

12. The Company shall have title to the signals and gates and crossing surface and at its own cost and expense will maintain the signals and gates and crossing surface and will make ample provision each year for such maintenance, provided, however, the Company shall be entitled to receive any contribution toward the cost of such maintenance as may be now, or hereafter made available by reason of any law, ordinance, regulation, order, grant or by other means or sources.

13. The parties hereto do hereby agree that the "Special Attachment No. 1" herewith, pertaining to the implementation of Title VI of the Civil Rights Act of 1964, is hereby made a part of this agreement.

14. The Company does agree that the "Special Attachment No. 2" herewith, pertaining to lobbying, is hereby made a part of this agreement.

15. It is further understood that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the Company, the City and the Secretary and their successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed in triplicate by their proper officers on the day and year first herein written.

JULIE L. LORENZ  
SECRETARY OF TRANSPORTATION  
DIRECTOR OF KANSAS TURNPIKE  
AUTHORITY

BY: \_\_\_\_\_  
SCOTT W. KING, P.E., CHIEF  
BUREAU OF ROAD DESIGN

SOUTH KANSAS AND OKLAHOMA  
RAILROAD COMPANY

BY: *Jimmy Wan*  
TITLE: *General Manager*

ATTEST:

CITY OF WINFIELD

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
PRESIDENT OF GOVERNING BODY



*Proposal*  
*Railroad Signal Division*

1308 N. Walnut Street, Pittsburg, KS 66762  
 Ph: (620) 231-6420 www.cdl-electric.com

PROPOSAL SUBMITTED TO: South Kansas & Oklahoma Railroad (SKOL)	PHONE: (620) 336-2291	DATE: February 9, 2021
STREET: 123 N. Depot Street	JOB NAME: 4 <sup>th</sup> Avenue (007 377 A)	
CITY, STATE and ZIP CODE: Cherryvale, KS 67335	JOB LOCATION: Winfield (Cowley Co.), KS	
CONTACT: Jerry Waun, General Manager	JOB NUMBER: RRP-719	

We hereby submit specifications and a proposal for:

RRP-719, 4<sup>th</sup> Avenue (Cowley Co.), KS – 007 377 A

A new railroad/highway grade crossing warning signal system will be designed and installed specifically for the location listed above. It will include a new pre-wired grade crossing control shelter with prediction type circuitry and flashing light/gate signal assemblies.

Signal assemblies will include two each automatic gates with 12" LED light units, one with a bell, signs and swing-away gate arm saving devices. Underground signal cable, foundations, and grounding components will be included as well. New conduits will be furnished under the road and track as required. Also, a new AC meter service will be installed for this automatic warning system. After the installation of the proposed signal system is complete, dress stone and grass seed will be placed, as needed, to properly dress the site.

Commercial AC power (220V) must be readily available within 75' of the control shelter location. Any additional cost(s) associated with labor or material(s) to get 220-volt commercial power to the proposed AC meter service location is not included in this proposal and will be the responsibility of others at their expense.

Any overhead or underground utilities that may interfere with the installation or proper operation of the proposed signal system must be relocated at the expense of others. C.D.L. Electric, Incorporated will not be responsible for any cost(s) associated with labor or material(s) required to relocate utilities at this location.

If concrete, asphalt or any other type of roadway/walkway material must be removed for the proper installation and operation of the proposed signal system, then additional charges may apply. C.D.L. Electric, Incorporated will not be responsible for any cost(s) associated with labor or material(s) to replace concrete, asphalt or any other type of roadway/walkway material removed during the installation process of the proposed signal material.

We propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of \$219,034.00

Two Hundred Nineteen Thousand, Thirty-Four Dollars and 00/100 (\$219,034.00) includes estimated sales tax of 8.5%

The price breakdown is as follows:

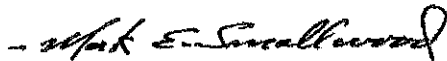
Signal Material, Refer to Accompanying Material List (w/ Handling):	\$136,333.00
Labor w/ Expenses:	\$41,480.00
Equipment:	<u>\$24,062.00</u>
Total Sell Price	\$201,875.00
Sales Tax 8.5% (Est.)	<u>\$17,159.00</u>
 Grand Total Price (including Estimated Sale Tax)	 <u>\$219,034.00</u>

Continued on next page

Please Note the following:

1. Proposed Prices are valid for Ninety (90) days from the date of this Proposal, beyond ninety days, prices are subject to change
2. Terms: Net Due 30 Days from Invoice Date
3. This proposal may be withdrawn by us if not accepted within ninety (90) days
4. If traffic control for the public roadway, other than typical "Crew Working" type signage is mandated by a third party, then other charges may apply
5. Proposed pricing includes minor drain improvements and minor sidewalk and curb modifications

Authorized Signature:



Mark E. Smallwood  
Senior Project Manager  
mark.smallwood@cdf-electric.com  
(502) 618-2165

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal — the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature:  \_\_\_\_\_

Signature: \_\_\_\_\_

Continued on next page

<u>ITEM DESCRIPTION</u>	<u>QTY.</u>	<u>U/M</u>
CONTROL SHELTER, ALUM., W/ FNDS, FAN, AC ITEMS & ACCESSORIES	1	EA
WIRE KIT PACKAGE INCLUDING:		
SSCCIII-A, 40 AMP	1	EA
WRENCH, AAR TERMINAL TYPE	1	EA
GROUND STUD KIT	5	EA
ARRESTER	1	LT
EQUALIZER	1	LT
ARRESTER BASE, 4-POST	1	LT
TEST LINK, 1"	1	LT
TEST LINK, 2-3/8"	1	LT
PLUG, TWIST-LOCK TYPE FOR CHARGER	2	EA
RELAY, MCKR (NON-VITAL) MAINTAINER CALL/P.O. LIGHTS, w/ BASE	1	EA
POWER-OFF LIGHTS	2	EA
STICKER, LOCATION/CONTACT INFORMATION	1	EA
ELECTROLOGIX, XP4 - SGL TRK RED.	1	EA
MDSA-1X, MOTION DETECTOR SURGE ARRESTER	1	EA
CHARGER, BATTERY 12/20, 20 AMP	1	EA
CHARGER, BATTERY 12/40, 40 AMP	1	EA
BATTERY, GNB, 264 A.H., 50G11	6	CL
BATTERY, GNB, 368 A.H., 50G15	7	CL
SHOP WIRING HDW., WIRE, TERM. EYES, TAGS, ETC.	1	LT
VIDEO MONITORING PACKAGE - WATCO STD.	1	EA
SERVICES, SHOP WIRING & TESTING SERVICES	1	LT
GATE ASSEMBLY, JCT. BOX, MAST, MECH., SIGN, CWTS. & 12" 2W LEDS	2	EA
BELL, ELECTRONIC 12V TYPE FOR 4"X5" MTG.	1	EA
GATE ARM, HI STRIPING, RED/WHITE ALTERNATING, (ADJ) W/ HDW	2	EA
LIGHT KIT FOR GATE ARM 4" LED TYPE	2	EA
GATEKEEPER, SWING-A-WAY GATE ARM DEVICE	2	EA
SIGN, ENS - WITH MTG. HDW	2	EA
FOUNDATION, GALVANIZED STEEL 48" DEEP W/ 36" SQ. PLATE	2	EA
WIRE, #10 AWG T.C. BLUE FOR WIRING SIGNALS	1	LT
CABLE, U.G. SIGNAL 7 COND. NO. 14 AWG SOLID	1	LT
CABLE, U.G. SIGNAL 7 COND. NO. 6 AWG SOLID	1	LT
CABLE, U.G. SIGNAL 3 COND. NO. 4 / GND FOR AC POWER	1	LT
TRACK WIRE NO. 6 TW. PR. DUPLEX	1	LT
BOND STRAND, S8 (3/16") TINNED SIGNAL STRAND W/ 4/64" BLACK INS.	1	LT
GROUND ROD, COPPER, 5/8" DIAMETER, 8' LENGTH - POINTED	4	EA
TRACK CONNECTOR "BOOTLEG", WELD-WEB, 3/16" DIA., W/ 1" TAB, 4"	1	LT
RETAINER CLIP, CABLE (3/8" MAX. DIA.) TO RAIL - PERPENDICULAR	1	LT
LOCK, RAILROAD STD.	5	EA
BOND, WELD-TYPE W/ HEAD OF RAIL, TAB STYLE	1	LT
SHUNT BOX, SGL	2	EA
MISC. MATERIAL FOR FIELD INSTALLATION	1	LT
ENGINEERING SERVICES / CIRCUIT PLANS / AS-IN-SERVICE PLANS	1	LT

\*\*NOTE: SOME ITEMS LISTED MAY BE SUBSTITUTED WITH EQUAL OR BETTER \*\*





229 Alliance Ct  
Oklahoma City, OK 73128

April 27, 2021

BID# CL2133

MS. Alicia Stimpson  
Watco Company  
420 Hansen St. South  
Twin Falls, Idaho 83301

Email: astimpson@watco.com

Dear Ms:

Cross Line Railroad Contractors proposes to furnish equipment, materials, tools, labor, supervision, taxes and insurance to perform the following work on 4<sup>th</sup> Ave. – Dot# 007377A In Winfield, KS.

1. Furnish and install 1-64' – 115# concrete crossing.
2. Furnish and install new 115# rail and relay #1 OTM for the crossing.
3. Furnish new 10' creosoted hardwood ties for the crossing.
4. Furnish five new 10' ties off each end of the crossing.
5. Furnish necessary ballast to tamp and dress the crossing with.
6. Furnish necessary welds for the crossing.
7. Furnish necessary HMAc for the crossing approaches.
8. Furnish and take care of the road closure.

The total cost for the above work is as follows:

Rail – 115# - 3.83 NT. - \$4,217.00  
Ties – 10' – 50 Ea. - \$4,500.00  
Pandrol Plates – 100 Ea. - \$3,600.00  
Spikes – 2 kegs - \$180.00  
Rail anchors – 200 Ea. - \$400.00  
Ballast – 75 NT. - \$2,550.00  
Concrete panels – 115# - 64' - \$14,720.00  
HMAc – 30 NT. - \$2,700.00  
Welds – 115# - 8 Ea. - \$1,520.00  
Other ETC. - \$3,095.00

Total cost for materials is \$37,482.00

Total cost for road closure is \$4,125.00



229 Alliance Ct  
Oklahoma City, OK 73128

The total cost for labor, equipment and other ETC. is \$31,874.00

The total cost for all the above work is \$73,481.00

Prices quoted are based on straight – time non – union labor and are good for 30 days. After 30 days from date of bid, prices are subject to change.

Terms for payment are net 30 days. If not paid within 30 days, interest on the unpaid balance will accrue at the maximum rate allowed by law.

Thank you for the opportunity to submit the attached bid.

If you have any questions regarding the bid, please contact me at 405-470-0340 or 405-623-6872.

Sincerely,

James Henderson

Area Manager

JH/BH

This proposal accepted on \_\_\_\_\_ day of \_\_\_\_\_ 2021.

By: \_\_\_\_\_

## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

### PREAMBLE

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

### CLARIFICATION

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

### ASSURANCE APPENDIX A

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

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

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

#### ASSURANCE APPENDIX E

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

**CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.