

GREAT BEND CITY COUNCIL MEETING

July 1, 2024

6:30 p.m.

Location – City Hall Council Chambers

The Council meeting will be livestreamed for public to view on our city council Facebook page, <https://www.facebook.com/gbcitycouncil/>.

AGENDA

Members present:

___ Mayor Cody Schmidt	___ Councilmember Cory Urban
___ Councilmember Kevyn Soupiset	___ Councilmember Lindsey Krom-Craven
___ Councilmember Rickee Maddox	___ Councilmember Tina Mingenback
___ Councilmember Alan Moeder	___ Councilmember Davis Jimenez
___ Councilmember Jolene Biggs	___ Attorney Allen Glendenning
___ Administrator Brandon Anderson	___ Clerk/Finance Director Shawna Schafer
___ Assistant Administrator Logan Burns	

OPENING: PLEDGE OF ALLEGIANCE

A. CONSENT AGENDA

- a) **Minutes:** Minutes of the Regular Session held on June 17, 2024.
- b) **Claim's Warrant Register 7-1-24:** Covering 2024 bills to date.
- c) **Payroll Register P/R 6-28-24:** Covering payroll ending June 22, 2024 in the amount of \$539,377.83.
- d) **Appointments:** Mayor Schmidt will make appointments as appropriate.
- e) **Agenda:** Approval of agenda as submitted or amended.

B. OLD BUSINESS

1. **US56 & McKinley Traffic Signal Upgrade:** In 2019 we applied for a TEAP (transportation engineering assistance program) for 10th and McKinley intersection. As a response to the study in 2021 KDOT reached out with a project proposal of signal improvements. Currently, we have only left-turn lanes with no protected turn signals on McKinley Street, and it will be changed to protected turn signals. The project is fully funded by Federal and State Aid programs. The city is currently taking care of Temporary and permanent Easements necessary for the signal improvements project. As the next step in the process, KDOT requests the city to pass a Resolution and enter into an agreement with KDOT for the project authorization. There is no local match required. All project costs, project administration, and lighting installation will be the responsibility of the Secretary of Transportation. The city shall be

responsible for maintenance of the traffic signal installations. Assistant City Engineer Hitha Kadiyala will report.

Recommendation: Motion to approve Resolution 070124-A and enter into the agreement with KDOT.

C. RECOGNITION OF VISITORS AND ANNOUNCEMENTS

The public is free to comment on items not listed on the agenda. Please address comments to the City Council as a body and be mindful of others who may wish to speak by abiding by the 3-minute limit. If a large group is present for the same topic, the mayor, in his discretion, may ask that you elect 1 spokesperson, and he could allow a longer time for that individual to speak.

D. NEW BUSINESS

- 1. Councilmember Reports:** Councilmembers will report on the boards and commissions that they serve on.

Recommendation: Informational item.

- 2. Administrators Update:** City Administrator Brandon Anderson will present an update on what is happening within the City organization.

Recommendation: Informational item.

- 3. Economic Development Report:** Economic Development Inc. President Sara Arnberger will present her monthly report.

Recommendation: Informational item.

- 4. Dog Park Fencing:** Through the Quality-of-Life Tax, dog park fencing was a project that was slated for 2023 and we went back and forth on some sizing of the large dog vs. small dog portions. This would be aimed at separating those sizes of dogs as we have experienced firsthand with dog fights and altercations between citizens, and we have attached a map of the proposed fencing that would solve the problem and not add any additional square footage to the footprint. Attached is the quote received from Eldridge Fencing for 4' chain-link fencing and the price is \$8,900 for approximately 384' of fencing. We would also look to pour another slab or sidewalk to get to the pavilion and modify the dog watering station to allow water on both sides. The fencing would split the pavilion to allow citizens to have shade on both the large and small dog sides and this would come right in at the \$10,000 that we have budgeted for this project. Assistant City Administrator Logan Burns will report.

Recommendation: Motion to approve the proposal from Eldridge Fencing for \$8,900 to install fencing at the dog park.

- 5. 2024 Chip Seal with a Fog Seal Topcoat:** A bid was released for 80,000 square yards of chip seal with a fog seal topcoat. We have approximately mapped out 60 blocks to be surfaced. Circle C was the only bidder that placed a bid for \$312,000. We contacted multiple sources to confirm that we are getting a fair market value. According to the bid documents there is an anticipated start in September. Public Works Director Jason Cauley will report.

Recommendation: Motion to approve the bid from Circle C for \$312,000 for the chip seal with a fog seal topcoat.

- 6. Executive Session:** An executive session has been requested to discuss economic development matters that will include confidential financial information and trade secrets of a business. The executive session shall include the Governing Body, the City Administrator, the Assistant City Administrator, the City Attorney, and Economic Development President Sara Arnberger.

Recommendation: Motion to recess to executive session for ___ minutes to discuss economic development matters that will include confidential financial information and trade secrets of a business pursuant to the data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships exception under K.S.A. 75-4319(b)(4). The meeting will resume at __: __pm.

ADJOURNMENT

REGULAR SESSION

The Governing Body met in Regular Session in the City Council Chambers. Mayor Cody Schmidt called the meeting to order at 6:30 p.m. with the following presents: Councilmembers, Rickee Maddox, Alan Moeder, Cory Urban, Jolene Biggs, Davis Jimenez, Lindsey Krom-Craven and Tina Mingenback. Also in attendance were City Administrator Brandon Anderson, Assistant City Administrator Logan Burns, City Attorney Allen Glendenning, and City Clerk/Finance Director Shawna Schafer. Absent was Councilmember Kevyn Soupiset.

OPENING: PLEDGE OF ALLEGIANCE

A. CONSENT AGENDA

- a) **Minutes:** Minutes of the Regular Session held on June 3, 2024.
- b) **Claim's Warrant Register 6-17-24:** Covering 2024 bills to date in the amount of \$234,913.29.
- c) **Payroll Register P/R 6-14-24:** Covering payroll ending June 8, 2024, in the amount of \$459,278.82.
- d) **Appointments:** Mayor Schmidt appointed Cindy Brooke to the Humane Society Board.
- e) **Annual Business Licenses Renewal:** Attached is a listing of the business licenses that are up for renewal that have submitted their application. All requirements of the ordinances have been met and approval is recommended.
- f) **Bat Cats Extra Fireworks Show Request:** Authorize extra fireworks display at the Great Bend Bat Cats home game on July 5, 2024.
- g) **Street Closure:** Close McKinley and 17th Street Terrace starting at 9:50am for the wet/dry parade on August 10, 2024, for Party in the Park.
- h) **Street Closure:** Close 17th Street Terrace west of McKinley to White Sands Drive after the parade to midnight to utilize for extra parking and allow one-way traffic to be directed to the west on August 10, 2024, for Party in the Park.
- i) **Party in the Park Fireworks Display:** Allow the discharge of fireworks in Vets Park on Saturday August 10, 2024, by contracted officials starting around 10:00pm.
- j) **Non-Street Legal Cars:** Allow non-street legal cars that are local car club affiliated to be able to preregister and travel no more than 12 blocks to get to the Party in the Park Car Show on August 10, 2024, for Party in the Park.
- k) **CMB Beer:** Allow CMB Beer (no bottles or glass) in Al Burns Field for the Concert with help of Legion Riders and GBPD as additional security on August 10, 2024, for Party in the Park.
- l) **Vets Park Curfew Extension:** Authorize people to be in Vets Park past midnight on Saturday August 10, 2024, for cleanup of the Party in the Park event.

m) **Agenda:** Approval of agenda as submitted or amended.

Ms. Krom-Craven made a motion to amend the agenda to remove item (f) from the consent agenda. The motion died for lack of a second. Mr. Urban made a motion to approve the consent agenda as presented. The motion was seconded by Ms. Biggs and passed by a vote of 6-1, with Ms. Krom-Craven voting against.

B. OLD BUSINESS

1. **US56 & McKinley Traffic Signal Upgrade:** This item was tabled on the May 6, 2024 council meeting. Staff is still working on gathering items. No action is recommended currently.
2. **Langrehr Field Bathrooms:** Assistant City Administrator Logan Burns will reported that through the Quality-of-Life tax initiative, Langrehr Field bathrooms were set to be a project from the Capital Improvement Plan in 2025 with a total cost of \$200,000. With the recent decision of tabling the Brit Spaugh Park Addition, we are proposing to move this project up to this year. We were able to obtain a Sourcewell quote from preferred vendor CXT. This quote is for a Cortez model with dimensions of 10'-3"x17'. The Cortez has two single user fully accessible flush restrooms with simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, 4 gallon water heater, off loaded and set up at site. We have added options for electric hand dryers, exterior mounted ADA drinking fountain, door closures, timed electric lock system and an exterior frost proof hose bib with box. The total quote comes with shipping and engineering fees at \$90,093. This does NOT include site preparation, rough-in plumbing, sidewalks or connection to utilities, we will obtain quotes for those scopes of work after we approve the purchase of the bathrooms due to the lead time of 120-150 days. We would look to place the prefabricated restrooms just to the north of Langrehr Field to tie in to the sewer on 2nd Street and to allow for easy access to the facility without crossing the parking lot. We followed up with reference calls to the Kansas Department of Wildlife and Park where they placed two units approximately 5 years ago and have had no issues and would buy them again. We also talked to Osage City where they had bought one last October and put into commission this spring. They have had no issues and would buy again. We put in one more reference call to Bonner Springs, left a message but have not gotten any response. We also compared the CXT restrooms to the Brit Spaugh Park restrooms proposed in the new addition and those costs came back at around \$155,000. Finally, we talked to Romtec restrooms who does a similar product as CXT and they were projected to come in anywhere from \$185K-\$200K. Mr. Urban made a motion to approve the purchase of the prefabricated restroom facility from Sourcewell preferred vendor CXT for a total price of \$90,093, which excludes the anti-graffiti coating. Mr. Moeder seconded the motion and it failed with a vote of 3-4, with Ms. Maddox, Ms. Biggs, Ms. Krom-Craven and Mr. Jimenez voting against. Ms. Biggs then made a motion to approve the purchase of the prefabricated restroom facility from Sourcewell preferred vendor CXT for a total price of \$94,093 which would include an anti-graffiti coating. The motion was seconded by Ms. Maddox and passed by a vote of 6-1, with Mr. Jimenez voting against.

C. **RECOGNITION OF VISITORS AND ANNOUNCEMENTS:** There were no visitors or announcements.

D. NEW BUSINESS

1. **Councilmember Reports:** There were no Councilmember reports.
2. **Administrators Update:** City Administrator Brandon Anderson presented an update on what is happening within the City organization.
3. **CVB/Community Coordinator Report:** Community Coordinator Christina Hayes presented her monthly report.
4. **Request for Public Hearing - Dangerous Building 1441 9th Street:** Assistant City Administrator Logan Burns reported that an investigation was conducted from public right-of-way on the accessory structure. The building official's letter referencing the deficiencies is attached for your reference. Deficiencies include but are not limited to: the roof of the structure has collapsed and exposing the structure to the elements. The rafters and roof structure are hanging into the alley and exterior wall covering is missing exposing the contents and not secure from entry. This resolution sets a public hearing date of August 5, 2024, at 6:30 PM at the City Council Chambers. Ms. Krom-Craven made a motion to approve Resolution 061724-A, setting the public hearing. The motion was seconded by Mr. Moeder with all voting in favor.
5. **Use of Golfcarts, Micro-utility Trucks and Work-Site Utility Vehicles on Certain Streets of Great Bend:** City Attorney Allen Glendenning reported that the current Standard Traffic Ordinances adopted by the City prohibit the operation of golf carts, micro-utility trucks and work-site utility vehicles on the streets of Great Bend "unless authorized by [the] city." (STO 114.2, 114.4, 114.5). By separate ordinance, Great Bend has authorized and regulated the use of micro utility trucks. (Great Bend Code Sec. 10.32.140 through 10.32.170). Citizens have approached the administration requesting that the city allow golfcarts as well. Several other cities in the area have ordinances allowing and regulating such vehicles. The proposed Ordinance would allow and regulate all three types of vehicles in a single new chapter of the Great Bend Code. After discussion on police enforcement and safety, Mr. Urban made a motion to deny Ordinance No 4438, permitting and regulating the use of golfcarts, micro-utility trucks and work-site utility vehicles on certain streets within the City of Great Bend. The motion was seconded by Mr. Jimenez and passed by a vote of 6-1, with Mr. Moeder voting against.
6. **Patrol Vehicle Replacement:** Police Chief Steve Haulmark will report that the Police Patrol Vehicle #82, a 2023 Ford Police Interceptor, was involved in a motor vehicle accident on 04/30/24. The vehicle is a total loss. The insurance has agreed to pay a replacement cost of \$44,102.00. Superior Emergency Response Vehicles (SERV) has a 2024 Ford Police Interceptor vehicle in stock for \$50,903.25. Marmie Motors was contacted, and they advised that they do not have any Police Interceptor units in stock, and do not plan on receiving any in the near future. The remaining funds of \$6,801.25 will come from leftover insurance and trade in money from previous patrol vehicles. Ms. Krom-Craven made a motion to approve the purchase of the 2024 Ford Police Interceptor from SERV for \$50,903.25. The motion was seconded by Mr. Moeder and passed with all voting in favor.

ADJOURNMENT

Ms. Maddox made a motion that the meeting be adjourned. The motion was seconded by Ms. Mingenback and passed with all voting in favor. The meeting was adjourned at 7:11 p.m.

THE CITY OF

GREAT BEND

**CITY OF GREAT BEND
CITY COUNCIL AGENDA ITEM**

MEETING DATE	July 1 st , 2024	
RESOLUTION or ORDINANCE NUMBER		
AGENDA TITLE	US-56 & Mckinley Traffic Signal upgrade project	
REQUESTING DEPARTMENT	Engineering	
PRESENTER	Hitha Kadiyala, Assistant City Engineer	
FISCAL INFORMATION	Cost as recommended:	Federal and state funded
	Budget Line Item:	
	Balance Available:	
	New Appropriation Required:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
PURPOSE	Enter into an agreement with the Kansas Department of Transportation	
BACKGROUND	<p>In 2019 we applied for a TEAP (transportation engineering assistance program) for 10th and McKinley intersection. As a response to the study in 2021 KDOT reached out with a project proposal of signal improvements.</p> <p>Currently, we have only left-turn lanes with no protected turn signals on McKinley Street, and it will be changed to protected turn signals.</p> <p>The project is fully funded by Federal and State Aid programs. The city is currently taking care of Temporary and permanent Easements necessary for the signal improvements project.</p> <p>As the next step in the process, KDOT requests the city to pass a Resolution and enter into an agreement with KDOT for the project authorization.</p> <p>There is no local match required. All project costs, project administration, and lighting installation will be the responsibility of the Secretary of Transportation.</p> <p>The city shall be responsible for maintenance of the traffic signal installations.</p>	

	We are seeking council approval to pass the resolution and enter into an agreement with KDOT.
SPECIAL NOTES	
PUBLIC INFORMATION PROCESS	
STAFF RECOMMENDATION	Approve to pass Resolution and enter into the agreement with KDOT
REFERENCE DOCUMENTS ATTACHED	Resolution document. Agreement cover letter. Agreement with KDOT.

Resolution 070124-A

**A RESOLUTION RELATING TO BENEFITS
OBTAINABLE BY CITIES UNDER THE
FEDERAL AND STATE AID PROGRAM**

Be it resolved by the Governing Body of the City of Great Bend:

That the Mayor and City Clerk are authorized and directed to execute for and on behalf of the City of Great Bend, Kansas, Agreement No. 844-23, between the City and the Kansas Department of Transportation, giving the Secretary of Transportation of the State of Kansas authority to act for the City, and in its place and stead, to obtain for the City such benefits as are obtainable under the Kansas Department of Transportation's Federal-Aid HSIP Safety Program, and obtain the benefits of such legislation for the City on the terms and conditions set forth in such agreement as may be prepared and approved by the Secretary of Transportation for Road Improvements.

Passed by the Council this _____ day of _____, 2024.

(Approved) (Signed) _____, Mayor

(SEAL)

ATTEST: _____
City Clerk

PROJECT NO. KA-6363-01
HSIP-A636(301)
TRAFFIC SIGNAL IMPROVEMENTS
CITY OF GREAT BEND, KANSAS

PROJECT AUTHORIZATION AGREEMENT

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

RECITALS:

- A. The Secretary has authorized a traffic signal improvement project, as further described in this Agreement.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of City Connecting Links as well as city and county-owned roadways and bridges in the State of Kansas through the use of federal, state, and/or local funds, or a combination thereof.
- C. Because the Project Limits extend into the corporate city limits of the City of Great Bend, Kansas, the Parties desire to formalize their understanding of the Project through execution of this Agreement.

NOW THEREFORE, the Parties agree to the following terms and provisions:

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“City”** means the City of Great Bend, Kansas, with its place of business located at 1209 Williams Street, Great Bend, KS 67530.
3. **“City Connecting Link”** means a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city’s limits and is designated as part of the national system of Interstate and defense highways.
4. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading, or similar work upon real property.

5. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
6. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
7. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
8. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
9. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
10. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
11. **“Non-Participating Costs”** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
12. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
13. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
14. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
15. **“Project”** means all phases and aspects of the construction endeavor to be undertaken by the Secretary, being: **the improvement of traffic signals at the US-56 and McKinley intersection, including upgrades in Great Bend, Kansas**, and is the subject of this Agreement.
16. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
17. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
18. **“Right of Way”** means the real property and interests therein necessary for the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

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

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Payment of Costs**. The Secretary is undertaking the Project and shall be solely responsible for the payment of all Participating Project costs. Costs for this Project will be paid using state or federal funds, or a combination of both. There is no local match required.
2. **Payment of Right of Way Costs**. The Secretary shall reimburse the City for Right of Way the City has acquired in its own name but said reimbursement shall be limited to only the agreed value of the land acquired for the Project. Right of Way costs will be paid using state funds.
3. **Project Administration**. The Secretary shall undertake and complete the Project except as otherwise modified by this Agreement. The Secretary will prepare the Design Plans, Let the contract for the Project, administer the Construction of the Project as required by the FHWA, negotiate with and report to the FHWA, and administer the payments due the Contractor. Except as otherwise provided, all Construction items included in the Design Plans, as well as all other work phases, shall be paid for with state or federal funds or a combination of state and federal funds.
4. **Lighting Installation & Maintenance**. The Secretary will install new lighting at the US-56 and McKinley intersection as depicted on attached Exhibit A. The new lighting and controller will be located within KDOT Right of Way.
5. **Indemnification by Contractors**. The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the contractor’s agent, contractors, or suppliers. If the Secretary or the City defends a third party’s claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.
6. **Utilities**.
 - a. **Utility Relocation**. The Secretary will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing utilities that must be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

b. Cost of Relocation.

- i. If the City has a population of less than 2,501 (based on the U.S. Bureau of Census- 2020 Census), the Secretary agrees to be responsible for the expense to remove or adjust UG-owned Utilities located on public Right of Way as necessary to construct the Project in accordance with the final Design Plans. The payment of such expense by the Secretary shall be by a separate Utility adjustment agreement between the Secretary and the UG.
- ii. If the City has a population of more than 2,500 (based on the U.S. Bureau of Census- 2020 Census), the Utility owners shall be responsible for the expense to remove or adjust all Utility facilities on public Right of Way as necessary to construct the Project in accordance with the final Design Plans. The expense of removal or adjustment of Utilities located on private easements shall be reimbursed to the Utility owners by the Secretary. The payment of such expense by the Secretary shall be by separate Utility adjustment agreement between the Secretary and the Utility owners.

ARTICLE III

CITY RESPONSIBILITIES:

1. **Legal Authority.** By signature on this Agreement, the signatory certifies he or she has legal and actual authority as representative and agent for the City to enter into this Agreement on its behalf. The City agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.
2. **Project Authorization.** The City authorizes and agrees to the Project and the Secretary is empowered by the City to take all steps reasonable and necessary to complete the Project.
3. **Right of Way.** The City agrees to the following with regard to Right of Way:
 - a. **Use of City Right of Way.** The Secretary shall have the right to utilize any land owned or controlled by the City that has been designated as Right of Way for the KDOT Project, including any land owned or controlled by a land bank formed under K.S.A. § 12-5901, *et seq.*, lying inside or outside the limits of the City, for the purpose of constructing the KDOT Project. If the Secretary requests, the City shall execute the appropriate deeds and easements transferring its property rights to the Secretary. If so requested, the City acknowledges the execution and transferring of the deeds and easements by the City to the Secretary is an obligation of the City for this Agreement and Construction of the KDOT Project.
 - b. **Right of Way Acquisition.** The City shall, in its own name, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. Any action taken by the City after the date of the signing of this Agreement to acquire the necessary Right of Way will be in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The

City shall certify to the Secretary such Right of Way has been acquired and the City shall have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements, and temporary easements.

- c. **Right of Way Documentation.** The City shall provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City further agrees that any action taken by the City to acquire Right of Way after the date of the signing of this Agreement will be taken in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel shall be delivered within the time limits set by the Secretary.
 - d. **Relocation Assistance.** The City shall contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 et seq.
4. **City Connecting Link Maintenance Agreement.** The Parties have a valid agreement covering routine maintenance of the City Connecting Links involved in this Project and is incorporated into this Agreement by this reference. It is the Parties' intention that all maintenance responsibilities as set forth in the City Connecting Link Maintenance Agreement shall remain in full force and effect and the mileage set out therein is not affected by this Agreement.
 5. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the City shall defend, indemnify, hold harmless, and save the Secretary and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary's employees, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or its authorized representatives, subcontractors, or employees.
 6. **Removal of Encroachments.** The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

7. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.
8. **Lighting Installation & Maintenance.** The Secretary will install new lighting at the US-56 and McKinley intersection as depicted on attached Exhibit A. The new lighting and controller will be located within KDOT Right of Way. The City shall be responsible for maintenance of the lighting installed as well as payment of the related Utility costs.

ARTICLE IV

GENERAL FEDERAL REQUIREMENTS:

1. **Debarment & Suspension.** This Agreement is a covered transaction for purposes of 2 C.F.R. Parts 180 and/or 1200. By signature on this Agreement, the City verifies that neither it, nor its agents or employees, are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency as reflected in the System for Award Management (SAM). Exec. Orders No. 12549 and 12689; 2 C.F.R. § 200.213.
2. **System for Award Management.** The City has registered with the System for Award Management (<http://www.sam.gov>), which provides a Unique Entity Identifier (SAM). The City shall maintain such registration at all times during which it has active federal awards.
3. **Buy America Compliance.** The Parties agree to comply with the Buy America requirements of 23 CFR § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.
4. **Prohibition on Certain Technologies.** All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.
5. **Anti-Lobbying.** If the total value of this agreement exceeds one hundred thousand dollars (\$100,000.00), a Certification for Federal Aid Contracts and Accompanying Disclosure of

Lobbying Activities will be attached and made a part of this Agreement. Such certification must state the recipient or subrecipient of a federal grant will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.

6. **Audit.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (commonly known as the “Supercircular”). Further, the City agrees to the following provisions:
 - (a) **Audit.** It is the policy of the Secretary to make any final payments to the City for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*
 - (b) **Audit Report.** The Secretary may pay any final amount due for the authorized work performed based upon the City’s most recent Single or Program Specific Audit Report “(Audit Report)” available and a desk review of the claim by the Contract Audit Section of KDOT’s Bureau of Fiscal Services. The City, by executing this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree once the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The City agrees to refund payment made by the Secretary to the City for items subsequently found to be not eligible for reimbursement by audit.
 - (c) **Agency Audit.** The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the City will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE V

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans are by this reference made a part of this Agreement as if set forth in their entirety herein.
2. **Maintenance of the Project.**
 - a. **Traffic Signals.** When the Project is completed and final acceptance is issued the City will, at its own cost and expense, maintain traffic signal(s) and all associated equipment, and will make ample provision each year for such maintenance. If notified by the Secretary or State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed. The Secretary shall have no responsibility for any expenses for costs incurred with the maintenance and operation of the new traffic signals or construction occurring beyond KDOT Right of Way once Project Construction is complete. **All maintenance responsibilities, other than the traffic signal(s) and associated equipment, will remain as set forth in the City Connecting Link agreement.**
 - b. **Lighting Installation & Maintenance.** As a part of the Project, the Secretary will install new lighting within the Project Limits. The new lighting and controller will be located within KDOT Right of Way. The City will maintain the lighting installed as a part of this Project.
3. **Traffic Control.** The Parties agree to the following with regard to traffic control for the Project:
 - (a) **Temporary Traffic Control.** The Secretary shall determine in consultation with the City the manner in which traffic is to be handled during Construction. If revisions to the traffic handling plan are proposed during the progress of Construction, the City and the Secretary shall approve such revisions before they become effective.
 - (b) **Permanent Traffic Control.** The location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary.
4. **Civil Rights Act.** The “Civil Rights Act Attachment” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
5. **Contractual Provisions.** The provisions found in the current version of the “Contractual Provisions Attachment (Form DA-146a)”, which is attached hereto, are incorporated into and made a part of this Agreement.
6. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the County and their successors in office.
8. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
9. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
10. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

The signature page immediately follows this paragraph.

Agreement No. 844-23
Project No. KA-6363-01
Bureau of Traffic Engineering

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

CITY OF GREAT BEND, KANSAS

CITY CLERK (Date)

MAYOR (Date)

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

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

Approved as to form:

INDEX OF ATTACHMENTS

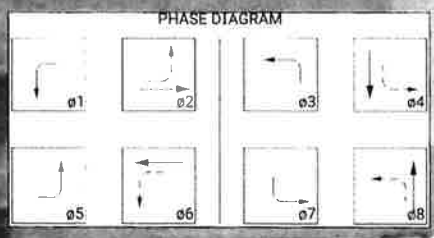
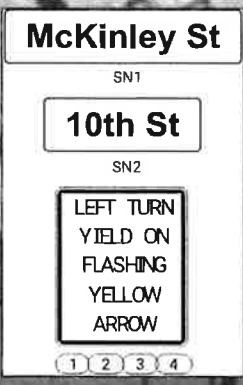
Exhibit A: Lighting Plan
Civil Rights Act Attachment
Contractual Provisions Attachment, Form DA-146a
Federal Anti-Lobbying Certification

	Equipment Locations			
	Northing	Easting	Description	
Signal Pole	1)	313923.23	S463735.40 New Traffic Signal Pole	
	2)	313922.17	S463858.06 New Traffic Signal Pole	
	3)	313843.37	S463857.50 New Traffic Signal Pole	
	4)	313815.92	S463757.41 New Traffic Signal Pole	
	5)	313920.10	S463746.43 New Pedestrian Pole	
	6)	313937.01	S463769.20 New Pedestrian Pole	
	7)	313933.53	S463830.75 New Pedestrian Pole	
	8)	313917.96	S463846.61 New Pedestrian Pole	
	9)	313842.22	S463847.14 New Pedestrian Pole	
	10)	313832.48	S463840.13 New Pedestrian Pole	
	11)	313834.26	S463755.78 New Pedestrian Pole	
	12)	313841.20	S463746.44 New Pedestrian Pole	
Service Box	1)	313933.79	S463755.98 New Junction Box	
	2)	313924.58	S463861.81 New Junction Box	
	3)	313844.01	S463862.64 New Junction Box	
	4)	313816.09	S463752.45 New Junction Box	
Controller	C1)	313941.92	S463759.37 Ped Mounted Controller	
Signs	Name	Type	Pole No.	Spacing on Arm
	SN1	D-3	2	XX
	SN1	D-3	4	XX
	SN2	D-3	1	XX
	SN2	D-3	3	XX
	1)	KR10-12	1	XX
	2)	KR10-12	2	XX
	3)	KR10-12	3	XX
4)	KR10-12	4	XX	

LEGEND

	MAST ARM MOUNTED TRAFFIC SIGNAL W/BACKPLATE		6 x 40 STOP BAR DETECTION ZONE
	LUMINAIRE		CONDUIT/CABLE
	TRAFFIC SIGNAL PEDESTAL		SEE WIRING DIAGRAM
	TRAFFIC SIGNAL HEAD W/TYPE DESIGNATION		SIGN ON 1 POST
	PEDESTRIAN SIGNAL & PUSHBUTTON		SIGN ON 2 POSTS
	PAD MOUNTED CONTROLLER		VIDEO STOP BAR DETECTION CAMERA
	JUNCTION BOX		COMBINATION VIDEO STOP BAR/ADVANCED RADAR DETECTION
	EVP DETECTOR		

- General Notes:**
- Service box and junction box locations and conduit runs are typical only and may be adjusted during installation to clear obstructions and facilitate wiring as approved by the Engineer.
 - Exact Video Detection Camera locations are to be at the direction of the manufacturer's representative. Video camera cable terminations, camera fine-tuning, system set-up, and programming will be performed by the supplier with the assistance of the contractor.
 - Areas damaged by the contractor shall be restored to a condition equal to or better than that existing before damage occurred at the contractor's expense. Disturbed areas shall be restored by replacement of the same type of ground cover with the Engineer's approval.
 - The Contractor shall contact the Power Company to coordinate the Traffic Signal hook-up. The Contractor is responsible for running the primary wire and conduit from the meter to the controller. The Contractor shall make payment of all power company fees until final acceptance.
 - The Contractor is responsible for obtaining approval from the Power Company at each required inspection point prior to proceeding with the next step of traffic signal construction. Failure to obtain approval at required inspection points may result in removal and installation of signal at the Contractor's expense.
 - All R/W and Easements to be staked by construction surveyor. Contractor shall stay within R/W and Easements unless a written landowner agreement between Contractor and landowner is provided.
 - The locations of underground utilities as indicated on these plans have been obtained from existing records and field surveys. There is no guarantee, either expressed or implied, that the locations, size and type of underground utilities indicated are representative to those to be encountered during construction. Contractor shall contact Kansas One-Call at 811 or 1-800-344-7233 before any excavation. Contractor shall post-hole or otherwise verify all utility locations prior to work. Engineer will not authorize deviations from design without such verification. Utilities damaged through negligence of the Contractor to obtain the proper field locations shall be the responsibility of the contractor to repair or replace at their expense and at the direction of the utility company.
 - All lenses shall be 12" L.E.D.
 - All conduit to be bored.
 - Coordinate with Gades Sale Co. (316-943-1219) two weeks prior to desired signal turn-on date for stop bar detection zones, advanced detection zones, signal programming, and signal testing.



Drawn By: LDlaakowski
 File: KAS36301101-01.dgn
 Plotted: 3/13/2024
 SHEET NO. 11
 SHEETS 11

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

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

CLARIFICATION

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination 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 nondiscrimination 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, FTA, or 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 nondiscrimination 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 (1) through six (6) 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 agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (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. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination 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, (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 (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

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

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

**Federal Funds Lobbying Certification Attachment
Required Contract Provision**

Definitions

1. **Designated Entity:** An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant:** An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt):** Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
4. **Person:** An individual, corporation, company, association, authority, firm, partnership, society, state or local government
5. **Recipient:** All contractors, subcontractors or subgrantees, at any tier, of the recipient of fund received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of \$100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

(Date)

By: _____

THE CITY OF

GREAT BENDCITY OF GREAT BEND
CITY COUNCIL AGENDA ITEM

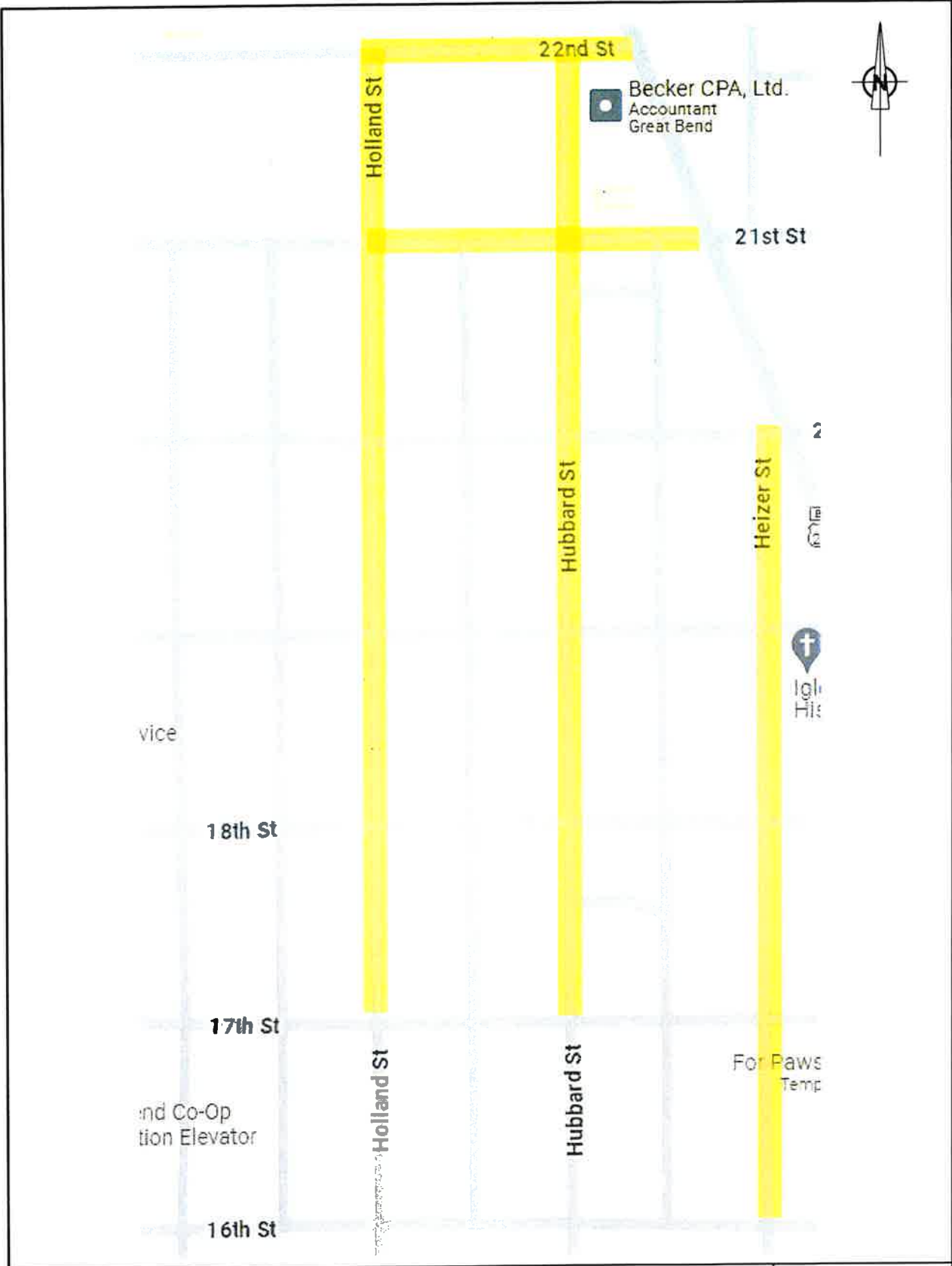
MEETING DATE	July 1, 2024	
RESOLUTION or ORDINANCE NUMBER		
AGENDA TITLE	Brit Spaugh Park Addition	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Logan Burns	
FISCAL INFORMATION	Cost as recommended:	\$8,900
	Budget Line Item:	Quality-of-Life Sales Tax (5900- 73130.307)
	Balance Available:	10,000
	New Appropriation Required:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
PURPOSE	Approval of fencing at the dog park	
BACKGROUND	<p>Through the Quality-of-Life Tax, dog park fencing was a project that was slated for 2023 and we went back and forth on some sizing of the large dog vs. small dog portions. This would be aimed at separating those sizes of dogs as we have experienced firsthand with dog fights and altercations between citizens, and we have attached a map of the proposed fencing that would solve the problem and not add any additional square footage to the footprint. Attached is the quote received from Eldridge Fencing for 4' chain-link fencing and the price is \$8,900 for approximately 384' of fencing. We would also look to pour another slab or sidewalk to get to the pavilion and modify the dog watering station to allow water on both sides. The fencing would split the pavilion to allow citizens to have shade on both the large and small dog sides and this would come right in at the \$10,000 that we have budgeted for this project.</p>	
SPECIAL NOTES		
PUBLIC INFORMATION PROCESS		
TEAM RECOMMENDATION	Motion to approve the proposal from Eldridge Fencing to install fencing at the dog park.	
REFERENCE DOCUMENTS ATTACHED	Site plan for proposed fencing to separate large and small dogs.	

THE CITY OF

GREAT BEND

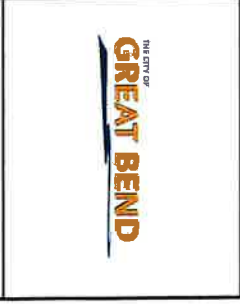
**CITY OF GREAT BEND
CITY COUNCIL AGENDA ITEM**

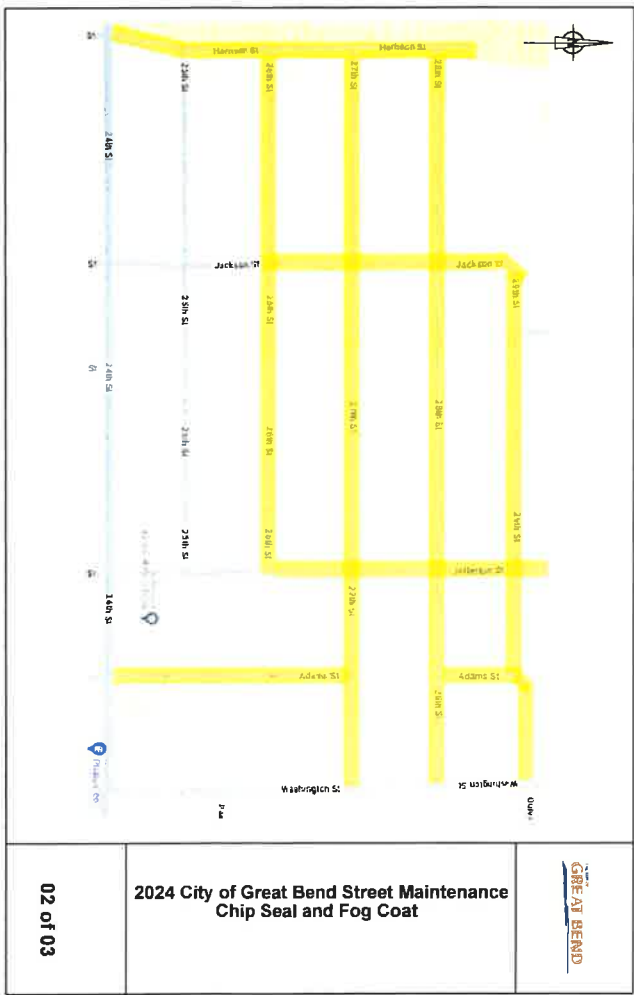
MEETING DATE	July 1, 2024	
RESOLUTION or ORDINANCE NUMBER		
AGENDA TITLE	Chip Seal with a Fog Seal Topcoat	
REQUESTING DEPARTMENT	Public Works	
PRESENTER	Jason Cauley	
FISCAL INFORMATION	Cost as recommended:	\$312,000
	Budget Line Item:	8100-73125
	Balance Available:	\$325,000
	New Appropriation Required:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
PURPOSE		
BACKGROUND	A bid was released for 80,000 square yards of chip seal with a fog seal topcoat. We have approximately mapped out 60 blocks to be surfaced. Circle C was the only bidder that placed a bid. We contacted multiple sources to confirm that we are getting a fair market value. According to the bid documents there is an anticipated start in September.	
SPECIAL NOTES		
PUBLIC INFORMATION PROCESS		
TEAM RECOMMENDATION	Approve the bid from Circle C	
REFERENCE DOCUMENTS ATTACHED	Maps, bid information.	



01 of 03

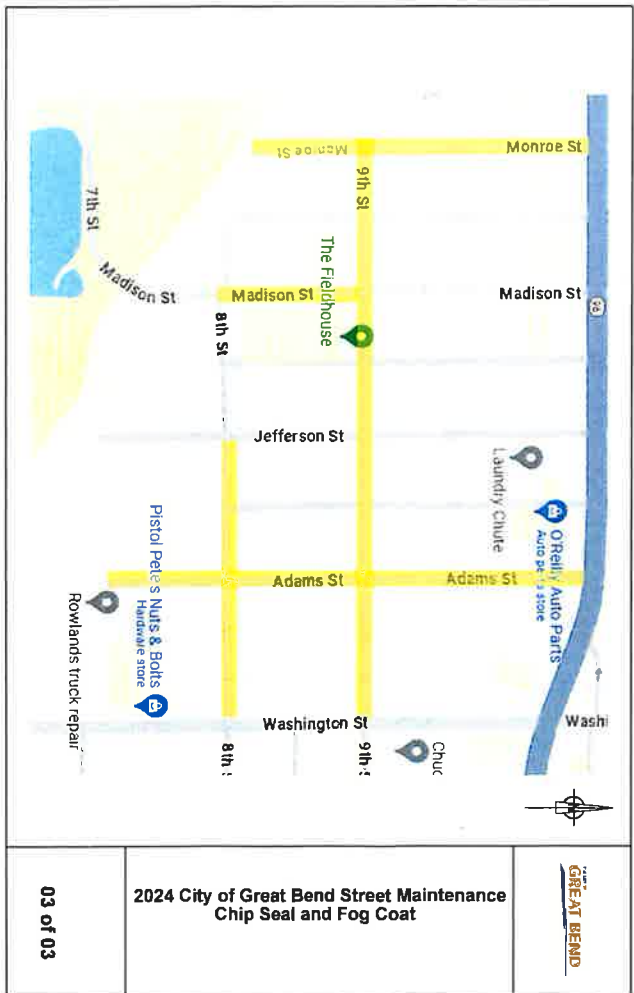
**2024 City of Great Bend Street Maintenance
Chip Seal and Fog Coat**





02 of 03

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03 of 03

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