

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, December 17, 2018
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDERMayor Gregory N. Thompson
ROLL CALL.....Deputy City Clerk, Carina Anderson
MINUTES OF PRECEDING MEETING.....Monday, December 03, 2018

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 18111 - A Resolution – Authorizing and directing the City Manager of the City of Winfield, Kansas to execute a lease agreement between the City of Winfield and Winfield Isle of Lights, Inc. regarding the lease of the Island Park Storage Facility.

OTHER BUSINESS

-Consider 2019 CMB License Applications

ADJOURNMENT

-Next Commission work session 4:00 Thursday, January 3, 2019.
-Next regular meeting 5:30 p.m. Monday, January 07, 2019.

CITY COMMISSION MEETING MINUTES

Winfield, Kansas

December 3, 2018

The Board of City Commissioners met in regular session, Monday, December 03, 2018 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall. Commissioners Ronald E. Hutto and Phillip R. Jarvis were present. Mayor Gregory N. Thompson was absent. Also in attendance were Brenda Peters, Interim City Manager; Carina Anderson, Deputy City Clerk and William E. Muret, City Attorney. Other staff members present were Gus Collins, Director of Utilities; Gary Mangus, Assistant to the City Manager; Patrick Steward, Director of Public Improvements; and Bryan Root, Power Plant Operator I.

Deputy City Clerk Anderson called roll, noting that Commissioners Hutto and Jarvis were present, and Mayor Thompson was absent.

Commissioner Jarvis moved that the minutes of the November 19, 2018 meeting be approved. Commissioner Hutto seconded the motion. With both Commissioners voting aye, motion carried.

-Designation of Presiding Officer. Commissioner Jarvis moved that Commissioner Hutto be appointed Presiding Officer for the remainder of 2018. Commissioner Hutto seconded the motion, with both Commissions voting aye, motion passed. Commissioner Hutto then took his place as Presiding Officer.

BUSINESS FROM THE FLOOR

NEW BUSINESS

Bill No. 18108 – An Ordinance – Amending Chapter 74, Section 74-226 of the Revised Ordinances of the City of Winfield relating to No Parking in the 200 Block of East Fourteenth Avenue. Director of Public Improvements Steward explains that this Ordinance will resolve a conflict of access to the alley. Upon motion by Commissioner Jarvis, seconded by Presiding Officer Hutto, both Commissioners voting aye, Bill No. 18108 was adopted and numbered Ordinance No. 4102.

Bill No. 18109 – A Resolution – Accepting and granting a Conditional Use Permit to New Century Property Management, LLC at 1701 Menor St., Winfield, KS to allow the use of a residential living unit on the 1st floor of the building within a “C-3” General Commercial District. Director of Public Improvements Steward explained to the Commission that the Winfield Planning Commission recommended approving the Conditional Use Permit. Upon motion by Commissioner Jarvis, seconded by Presiding Officer Hutto, both Commissioners voting aye, Bill No. 18109 was adopted and numbered Resolution No. 8818.

Bill No. 18110 – A Resolution – Accepting and granting a Conditional Use Permit to New Century Property Management, LLC at 115 E 6th Ave., Winfield, KS to allow the use of a residential living unit on the 1st floor of the building within a “C-4” Central Business District. Director of Public Improvements Steward explained to the Commission that the Winfield Planning Commission recommended approving the Conditional Use Permit. Upon motion by Commissioner Jarvis, seconded by Presiding Officer Hutto, both Commissioners voting aye, Bill No. 18110 was adopted and numbered Resolution No. 8918.

OTHER BUSINESS

Director of Utilities Collins gave the Commissioners an update on Gridliance. Director of Utilities Collins also informed the Commissioners about the possibility of rebuilding the gas turbine.

Interim City Manager Peters reminded the Commissioners of the City Career Service Award Dinner on December 13, 2018 at 6:30 pm at Baden Square.

Interim City Manager Peters also reminded the Commissioners of the Special Meeting on Monday, December 17th at noon, followed by the regular worksession. The Commission Meeting will be at the usual time of 5:30 p.m.

ADJOURNMENT

Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, all Commissioners voting aye, the meeting adjourned at 5:48 p.m.

Signed and sealed this 14th day of December 2018. Signed and approved this 17th day of December 2018.

Carina Anderson, Deputy City Clerk

Gregory N. Thompson, Mayor



Request for Commission Action

Date: December 7, 2018

Requestor: Gary Mangus, Assistant to the City Manager

A handwritten signature in dark ink, appearing to be "G. Mangus", written over a horizontal line.

Action Requested: December 17, 2018 Commission Agenda-Consider Resolution authorizing the City Manager to execute a lease agreement between the City of Winfield, Kansas and Winfield Isle of Lights, Inc. regarding the lease of the Island Park Storage Facility.

Analysis: The original 20-year agreement terminates January 31, 2019. Winfield Isle of Lights, Inc. (WILI) uses their part of the building to store displays used in their annual Christmas lighting exhibition held in Island Park, Thanksgiving week through New Year's. The Agreement identifies the location, as well as, maintenance of building, facility rental, insurance terms and conditions, term, renewal options, and rents/deposits, along with typical contractual language.

Fiscal Impact: WILI made annual payments to the City from 2000-2004, totaling \$9,844, to be used towards construction of the building. The City will continue to require no rents or deposits from WILI for the building and will accept donations and capital improvement support as appropriate consideration through this agreement.

Attachments: Proposed WILI Storage Building Resolution/Agreement

A RESOLUTION

AUTHORIZING and directing the City Manager of the City of Winfield, Kansas to execute a lease agreement between the City of Winfield and Winfield Isle of Lights, Inc. regarding the lease of the Island Park Storage Facility.

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

Section 1. The City Manager of the City of Winfield, Kansas, is hereby authorized and directed to execute a lease agreement between the City of Winfield, Kansas and Winfield Isle of Lights, Inc. regarding the lease of the Island Park Storage Facility; a copy of which is attached hereto and made a part hereof.

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

ADOPTED this 17th day of December, 2018.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Carina Anderson, Deputy City Clerk

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

Approved for Commission action: _____
Brenda Peters, Interim City Manager

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 17th day of December, 2018, by and between the City of Winfield, Kansas, as Lessor, hereinafter referred to as "City", and Winfield Isle of Lights, Inc., hereinafter referred to as "WILI".

WHEREAS, the City is the owner of certain property at 409 Island Park Ave., known as the "Island Park Storage Facility"; and,

WHEREAS, the building has been designated for public facilities use; and,

WHEREAS, the building has space that has been designated as excess space; and,

WHEREAS, WILI creates a Seasonal Lighting Exhibition in Island Park for the benefit of Winfield residents and visitors and needs a facility to store its displays; and,

WHEREAS, the parties desire to execute a lease agreement for use of the facility as set forth herein.

NOW, THEREFORE, in consideration of the payments, mutual promises, and covenants as set forth herein, and other consideration, the parties agree as follows:

1. City hereby lets and leases to WILI the use of a certain space located within the Island Park Storage facility located at 409 Island Park Ave., Winfield KS. The space available to WILI for storage of its seasonal lighting displays is approximately 42' by 60'.
2. City shall provide for the exterior maintenance of the building, including routine repair and maintenance of the roof, exterior walls, doors, and snow removal, and landscaping care.
3. City agrees to furnish utilities associated with the use of space by WILI in the facility.
4. WILI agrees that they are responsible for care and cleaning of the leased space.
5. The City of Winfield assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Every effort will be made to ensure nondiscrimination in all City programs and activities, whether those programs and activities are federally funded or not.
6. CITY shall provide fire and extended coverage benefits for the building and the contents owned by CITY and commercial general liability for CITY. WILI agrees to obtain and maintain commercial general liability insurance with limits not less than \$500,000.00 each occurrence, \$500,000.00 personal and/or advertising injury, \$1,000,000.00 products completed/operations aggregate and \$1,000,000.00 general aggregate, \$100,000 Fire Damage Legal Liability and statutory worker's compensation insurance. CITY shall be

named as an additional insured on WILI general liability policy. A certificate of insurance shall be filed with the City Manager's office on an annual basis. WILI agrees to obtain insurance coverage for contents associated with its operation in the facility, including any loss of income/use due to an insured peril, regardless of fault/cause. Any property insurance purchased by WILI shall include a waiver of liability for any such property loss.

7. WILI waives any and all rights of recovery against CITY, its officers, employees, agents, lessees, licensees, or guests in this facility for loss or damage to WILI property caused by the acts of CITY or others under its control for such loss or damage.
8. WILI agrees to hold CITY harmless and indemnify them should CITY become involved in litigation because of such claim, as owner of the premises, caused by an act, failure to act, or other negligence of RHC, its officers, employees, agents, subcontractor, lessees, or licensees, arising out of the use of the designated facility.
9. WILI will not engage in any unlawful, illegal, or unreasonable conduct or acts deemed by City to be inappropriate in such a facility, or do anything by which any policy of insurance on the property would be canceled or annulled, or which would subject City to criminal prosecution or suit for damages by any person or corporation.
10. WILI shall not sublet any of the premises nor assign this lease agreement without the written consent of City.
11. WILI will not make any alterations to the structural portion of the facility or make any major alterations to the interior of the building without the written consent of City. WILI agrees to conform to applicable city, state and federal codes in any alteration of the facility.
12. Unless sooner terminated pursuant to the provisions herein set forth, the term of this lease agreement is from February 1, 2019 through January 31, 2024. Agreement may be canceled by mutual agreement or if WILI should cease to operate an annual lighting exhibition.
13. WILI shall have the option to renew this lease for an additional three (3), 60-month periods if the parties can agree on the terms. WILI shall notify the CITY in writing at least 120 days prior to the end of each term of this lease of its desire to exercise said options. After said notification, the CITY and WILI will review all of the terms and conditions of this lease. The terms and conditions of the lease may be amended at any time by the execution of a written addendum by both parties and shall be submitted to the City Commission for consideration.
14. WILI agrees to observe and comply with all laws, regulations, rules, orders and ordinances pertaining to its possession, use and occupancy of the lease premises as now existing or hereinafter promulgated by Federal, State, County or Governmental authorities asserting requisite jurisdiction and to pay all costs, expenses, penalties, and claims arising out of its noncompliance therewith.

15. The City Manager or his/her designee may enter the facility at any reasonable time, for the purpose of ensuring that the terms and conditions of this agreement are being met.
16. In the event WILI violates any of the covenants and provisions of this lease or fails to make annual payment required by this agreement, then City, at its option, may declare the agreement at an end and WILI shall forthwith deliver possession of the premises to City.
17. Should the leased premises or some part thereof be condemned or be damaged or injured by fire or other casualty so that it is unusable by WILI for the operations contemplated by it, City will, at City's option, promptly rebuild or repair the premises. If City does not do so, the CITY shall have no obligation to provide alternate space for WILI storage.
18. Upon termination of the agreement, WILI will, within a reasonable time, remove all personal property of any kind or character placed on said premises by WILI and pay for damages, if any caused by its removal.
19. CITY will require no rents or deposits from WILI for the facilities used and will accept donations and capital improvement support in consideration for this agreement.

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

CITY OF WINFIELD KS

Brenda Peters, Interim City Manager

WINFIELD ISLE OF LIGHTS, INC



Dan Torrence, President
PO Box 111
Winfield KS 67156

