

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, July 15, 2019
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDERMayor Ronald E. Hutto
ROLL CALL.....City Clerk, Brenda Peters
MINUTES OF PRECEDING MEETING.....Monday, July 01, 2019

BUSINESS FROM THE FLOOR

– Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 1959 – An Ordinance – Authorizing and providing for the issuance of General Obligation Bonds, Series 2019-A of the City of Winfield, Kansas; providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on said bonds as they become due; authorizing certain other documents and actions in connection therewith; and making certain covenants with respect thereto.

Bill No. 1960 – A Resolution – Prescribing the form and details of and authorizing and directing the sale and delivery of General Obligation Bonds, Series 2019-A, of the City of Winfield, Kansas, previously authorized by Ordinance No. 4097 of the Issuer; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith.

Bill No. 1961 – A Resolution – Authorizing and directing the Mayor of the City of Winfield, Kansas, to execute a Request to Exchange Federal Funds, between the City and the Secretary of the Kansas Department of Transportation, relating to making state funds available to the City in exchange for the City's allotment of federal funds.

Bill No. 1962 – A Resolution – Authorizing adopting a facility lease agreement between the City of Winfield, USD 465, Southwestern College, and Winfield Recreation Commission regarding access to the five primary baseball and softball diamonds located at the Broadway Recreation Complex.

OTHER BUSINESS

- Executive Session for Attorney Client Privilege as related to a KCC Docket No. 19 GLPE 338 ACQ
- Authorize and direct the City Attorney, contingent upon final review and approval by the City Attorney and City Manager, to execute a Settlement Agreement between the City of Winfield, Kansas, Gridliance High Plains LLC, Kansas State Corporation Commission and Westar Energy, Inc.

ADJOURNMENT

- Work Session – immediately following regular meeting
- Annual Budget Work Shop 1:00 p.m. Thursday July 25, 2019 at the Physician's Pavilion
- Next Commission work session 4:00 p.m. Thursday, August 01, 2019.
- Next regular meeting 5:30 p.m. Monday, August 05, 2019.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
July 1, 2019

The Board of City Commissioners met in regular session, Monday, July 01, 2019 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Presiding Officer Phillip R. Jarvis presiding. Commissioner Gregory N. Thompson was also present. Mayor Ronald E. Hutto was noted as absent. Also in attendance were Taggart Wall, City Manager; Brenda Peters, City Clerk and William E. Muret, City Attorney. Other staff members present were Gary Mangus, Assistant to the City Manager; Gus Collins, Director of Utilities; Patrick Steward, Director of Public Improvements; and Dan Defore, Water Superintendent.

City Clerk Peters called Roll, noting Mayor Ronald E. Hutto absent.

Commissioner Thompson moved that the minutes of the June 17, 2019 meeting be approved as presented. Presiding Officer Jarvis seconded the motion. With both Commissioners voting aye, motion carried.

BUSINESS FROM THE FLOOR

NEW BUSINESS

Bill No. 1954 – An Ordinance – Amending Article 3 of the Zoning Regulations of the City of Winfield, Kansas, by changing the boundaries of certain districts referred to on an official map designated as the “Zoning District Map of Winfield, Kansas,” which is made a part of Article 3 of the Zoning Regulations of the City of Winfield, Kansas. (Zoning Case Number PC 2019-02) Director of Public Improvements Steward explains that this Ordinance will allow a residential area to be re-zoned as Industrial. The Planning Commission recommends that this change from R-1 to I-2 be approved. Commissioner Thompson noted that this recommendation was brought forth by Winfield Economic Development, of which he is a board member, but he has no financial interest in this property, and therefore does not believe it is an (voting) issue. Upon motion by Commissioner Thompson, seconded by Presiding Officer Jarvis, both Commissioners voting aye, Bill No. 1954 was adopted and numbered Ordinance No. 4111.

Bill No. 1955 – An Ordinance – Amending Article 3 of the Zoning Regulations of the City of Winfield, Kansas, by changing the boundaries of certain districts referred to on an official map designated as the “Zoning District Map of Winfield, Kansas,” which is made a part of Article 3 of the Zoning Regulations of the City of Winfield, Kansas. (Zoning Case Number 2019-05) Director of Public Improvements Steward explains that this Ordinance considers a request to change the zoning classification of 523 Main St. from I-1, Light Industrial to C-4, Central Business District. The Planning Commission held a public hearing on June 10th, 2019. After consideration of the factors, the Planning Commission recommended the zoning change to C-4. Upon motion by Commissioner Thompson, seconded by Presiding Officer Jarvis, both Commissioners voting aye, Bill No. 1955 was adopted and numbered Ordinance No. 4112.

Bill No. 1956 – A Resolution – Accepting and granting a Conditional Use Permit to Tarena Sisk at 1726 Chicago Avenue, Winfield, KS to allow the use of a Women’s Birth Center, Health and Family Wellness Clinic within a “R-1” Low Density Residential District. Director of Public Improvements Steward explains that this Resolution considers granting a Conditional Use Permit for 1726 Chicago

Avenue. The Planning Commission held a public hearing on June 10th, 2019 to consider a Conditional Use Permit for this location to allow a Women's Birth Center, Health and Family Wellness Clinic, within a R-1 District. The Planning Commission recommends granting the Conditional Use Permit, with no additional conditions placed upon it. Upon motion by Commissioner Thompson, seconded by Presiding Officer Jarvis, both Commissioners voting aye, Bill No. 1956 was adopted and numbered Resolution No. 4619.

Bill No. 1957 – A Resolution – Accepting and granting a Conditional Use Permit to Switch Investments at 523 Main Street, Winfield, KS to allow the use of a Micro-Brewery Taproom within a “C-4” Central Business District. Director of Public Improvements Steward explains that this Resolution considers granting a Conditional Use Permit to allow a Micro-Brewery within the Central Business District. The Planning Commission heard testimony on allowing a Conditional Use Permit a Micro-Brewery at 523 Main Street. The Planning Commission recommends granting the Conditional Use Permit, with no additional conditions placed upon it. Upon motion by Commissioner Thompson, seconded by Presiding Officer Jarvis, both Commissioners voting aye, Bill No. 1957 was adopted and numbered Resolution No. 5018.

Bill No. 1958 – A Resolution – Authorizing and directing the Mayor and the City Clerk of the City of Winfield, Kansas to execute a contract for Tank Connections for replacement of storage tank roof, between the City of Winfield, Kansas and Tank Connections. Water Superintendent Defore explains that this Resolution will give the Mayor and City Clerk authority to execute a contract with Tank Connections to put a new roof on a 250-thousand-gallon storage tank at the water plant. Upon motion by Commissioner Thompson, seconded by Presiding Officer Jarvis, both Commissioners voting aye, Bill No. 1958 was adopted and numbered Resolution No. 5118.

OTHER BUSINESS

- City Clerk Peters explains to the Commissioners that the City received a memo from Sara Warner, stating the Winfield Convention and Tourism Board recommends that Lena Helms be appointed to the Winfield Convention and Tourism Board. Commissioner Thompson made a motion to appoint Lena Helms to the Convention and Tourism Committee. Presiding Officer Jarvis seconded the motion. With both Commissioners voting aye, motion carried.

City Manager Wall discussed status of Steering Committee for Comprehensive Plan.

City Manager reminds the Commission that there will be no work session on July 11, 2019 due to lack of quorum.

ADJOURNMENT

Upon motion by Commissioner Thompson, seconded by Presiding Officer Jarvis, both Commissioners voting aye, the meeting adjourned at 5:51 p.m.

Signed and sealed this 12th day of July 2019. Signed and approved this 15th day of July 2019.

Brenda Peters, City Clerk

Ronald E. Hutto, Mayor

A RESOLUTION

AUTHORIZING and directing the Mayor of the City of Winfield, Kansas, to execute a Request to Exchange Federal Funds, between the City and the Secretary of the Kansas Department of Transportation, relating to making state funds available to the City in exchange for the City's allotment of federal funds.

WHEREAS, the Secretary has approved a program to exchange federal funds for state funds to be utilized on local projects; and

WHEREAS, the City desires to utilize these funds to enhance the local transportation network; and

WHEREAS, the amount of state funds provided by the Secretary will be calculated at an exchange rate of \$0.90 of state funds per dollar of federal funds; and

WHEREAS, state funds will be paid on a reimbursement basis as the City incurs costs on a project;

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

Section 1. The Mayor is authorized and directed to execute for and on behalf of the City of Winfield, Kansas, a Request to Exchange Federal Funds between the City and the Secretary of the Kansas Department of Transportation, to obtain for the City such funds as may be available to be utilized for the local transportation network.

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

ADOPTED this 15th day of July, 2019.

(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



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

County/City: City of Winfield

Federal Funds to Be Exchanged: \$ 140,025.45

Exchange Rate for 2019: \$0.90 State Funds/\$1.00 Federal Funds

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

Contact Person: _____ Title: _____

Address: _____

Phone: _____ Email: _____

*Signature**

Date

Typed or Printed Name

Title

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



Request for Commission Action

Date: July 8, 2019

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

Action Requested: Seeking approval of a request to exchange funds under the Federal Fund Exchange program with KDOT.

Analysis:

The requested action allows the City to request the exchange of federal funds for reimbursement of project expenditures at a rate of \$0.90 state funds/\$1.00 federal funds. The project expenditure for the request is for microseal improvements made earlier this spring.

Fiscal Impact: The funds reimburse the funds expended for local street project improvements. Under the current agreement, the City has available the exchange of \$140,024.45 in federal funds which would be exchanged for a reimbursement amount of \$126,022.91.

Attachments: Request to exchange funds.

A RESOLUTION

AUTHORIZING Adopting a facility lease agreement between the City of Winfield, USD 465, Southwestern College, and Winfield Recreation Commission regarding access to the five-primary baseball and softball diamonds located at the Broadway Recreation Complex.

WHEREAS, the City of Winfield is the owner and has available certain real property which is utilized for baseball and softball activities at the Broadway Recreation Complex, located 2200 Broadway Street, Winfield, Kansas, and;

WHEREAS, USD 465, Southwestern College and Winfield Recreation Commission desire access to the baseball and softball facilities located at the Broadway Recreation Complex for use by their respective athletic programs.

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

Section 1. The Governing Body of the City of Winfield Kansas hereby authorizes the Mayor and City Clerk of the City of Winfield, Kansas to execute a facility lease agreement between the City of Winfield, Kansas, Unified School District 465, Southwestern College and Winfield Recreation Commission regarding access to the five-primary baseball and softball diamonds located at the Broadway Recreation Complex; 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 passage and approval.

ADOPTED this 15th day of July 2019.

(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

FACILITY LEASE AGREEMENT

THIS LEASE made and entered into this 24 day of June 2019, effective on July 1, 2019, for use of the baseball and/or softball facilities at the Broadway Recreation Complex, Winfield, Cowley County, Kansas, by and between:

Unified School District 465, hereinafter referred to as "USD 465", and;

Southwestern SC, Winfield, Kansas, hereinafter referred to as "SC", and;

Winfield Recreation Commission, Winfield, Kansas, hereinafter referred to as "WRC", and;

The City of Winfield, Kansas, owner and managing operator, hereinafter referred to as "City"

WITNESSETH:

WHEREAS, the City is the owner and has available certain real property which is utilized for baseball and softball activities at the Broadway Recreation Complex, located 2200 Broadway Street, Winfield, Kansas, and;

WHEREAS, USD 465, WRC and SC desire access to the baseball and softball facilities located at the Broadway Recreation Complex for use by their respective athletic programs.

NOW THEREFORE, it is mutually agreed by the parties hereto:

Section 1 -Property

In consideration of the rental hereinafter described and payable to the City, and upon performance of the covenants and agreements set out herein, City does hereby let, lease and rent unto the parties herein, the following described real estate; hereinafter referred to as "Baseball/Softball Complex", to wit:

The five-primary baseball/softball diamonds, the support buildings and parking areas within the overall Broadway Recreation Complex, 2200 Broadway Street, Winfield, Cowley County, Kansas.

For the use of said property by each party for the playing of baseball and softball in all its forms, including but not limited to recreation, organized practice, games and tournaments.

Section 2 -Term of Lease

The lease agreement shall be for a primary term of ten (10) years commencing July 1, 2019 and terminating June 30, 2029 for an annual fee of one dollar (\$1.00) payable in advance. This lease shall automatically renew for two additional ten (10) year periods, except under the following conditions: (a) all four parties hereto mutually agree to terminate the lease; (b) by anyone of the three Lessees giving written notice of its intent to terminate the lease prior to the expiration of the primary term or any renewal thereof; or (c) by the City if any of the three leasing parties violate any term of this lease and

failure to remedy the violation within 30 days of receipt of written notification as set out in Section Thirteen. The terms and conditions of the lease may be amended at any time by the execution of a written addendum by all parties.

Section 3 -Use of Property

The parties intend for a cooperative use of the Baseball/Softball Complex. WRC is responsible for scheduling of the Baseball/Softball Complex with USD 465 athletic programs receiving first priority, SC receiving second priority in scheduling, WRC being third in priority and City being fourth in priority. If a competition has to be moved because of weather or other unexpected circumstance, it will be moved to a date that does not conflict with any other previously scheduled event. It should be expected that practice schedules may need to be rearranged due to competition calendar changes.

Section 4 -Maintenance, Repair and Expenses

(a) The City agrees that it shall maintain and repair in a good workmanship manner, the Baseball/Softball Complex, associated improvements and appurtenances, including, but not limited to, mowing, weed control and facility repairs, such as bleacher, fence, playing surface and restroom repair.

(b) For the term of this lease agreement each party shall contribute \$2,000.00 annually for full-season game preparation (including grooming the infield, chalking base lines and batters box, painting foul lines, provide bases, provide clean and stocked restrooms, lighting if needed) and \$4,000 annually to be held by the City and used for purposes of establishing a Baseball/Softball Complex Capital/Maintenance Reserve. Initial contributions shall be made by September 1, 2019, the total annual amount to be paid in quarterly installments unless otherwise agreed to, in writing, by the City.

Pooled Capital/Maintenance funds shall be used in maintaining, repairing and operating the Baseball/Softball complex.

(c) A maintenance committee composed of one representative from each party shall make recommendations for maintenance and repair to the City. The City, as managing operator of the Baseball/Softball Complex, shall be responsible for undertaking actual maintenance and repair or for contracting necessary work to the appropriate entity.

(d) Specific improvements necessary or desired by one or more of the parties may be constructed upon approval of the maintenance committee and the City. Payment for the initial construction of said improvements shall be the responsibility of the parties requiring and/or requesting the improvement. Once constructed, maintenance of said improvements would be from the pooled maintenance fund as outlined above in Section four, (a) through (c).

(e) In the event the maintenance fund does not have adequate funds to effect necessary repair or maintenance, the maintenance committee shall consult and agree on each party's contribution amount toward the necessary work.

(f) Each party shall be responsible for damages occurring during their scheduled event unless they are the result of normal wear and tear and expected in the normal use of the complex. Each party shall clean up the facility after its scheduled use and leave the Baseball/Softball Complex in as good a condition as it was found.

(g) The City will be responsible for the payment of utilities associated with buildings, restrooms, accessory buildings, irrigation, and lighting.

Section 5 -General Liability Insurance

Each party agrees to procure and maintain in full force and effect throughout the term of this lease agreement a general liability policy, naming themselves as the insured, listing the City of Winfield as "Additional Insured", with an insurer/trust acceptable to the City, having minimum limits of \$500,000 per occurrence and \$1,000,000 policy aggregate for bodily injury and property damage liability, \$500,000 personal and/or advertising injury limit; \$1,000,000 products completed operations aggregate; \$1,000,000 general aggregate and ; \$100,000 Fire Damage Legal Liability. Any special event, i.e. fireworks displays, carnivals, mechanical amusement devices, bounce houses, and animals, must be specifically endorsed on any such Certificate of Insurance and submitted to the City for prior approval to any such event/activity. Each of the parties further agree to secure from their respective general liability insurer, waivers of subrogation rights against the other parties, or their insurers. Each party shall bear the cost of its own insurance policy. Each party agrees that should any sub-contractors, concessions or other servicing personnel will maintain a minimum of \$500,000 per occurrence commercial general liability limits.

Section 6 -Property Damage Insurance

The City agrees to procure and maintain throughout the term of this lease agreement fire and extended coverage insurance on the Baseball/Softball Complex improvements. Said insurance shall cover replacement cost of improvements and appurtenances thereto. Each party shall equally contribute to the cost of said policy and in the event the insurance policy provides for a deductible or uninsured cost of repair, the parties agree to each be responsible for an equal share of the uncovered cost of repair.

During the term of the lease, the parties may mutually agree to modify the terms of the property insurance, especially should the cost of said insurance become excessive in the opinion of the parties.

Section 7 -Compliance with Rules and Law

The parties agree that they and their sub-lessees, if any, shall comply with and enforce all City policies regarding the possession or use of alcohol, tobacco products, and illegal substances on City property, as well as comply with applicable city ordinances and state laws.

Section 8 -Sublease

Any party shall have the right to sublease the Baseball/Softball Complex for use by a non-party entity. Any non-party must sublease through a party to this agreement. Any sublease shall be approved

by the City Manager or his designee, and the sublease shall be reduced in writing with a copy to the City. Any sublessee shall comply with the terms of this lease agreement and the policies referenced in Section Seven.

Section 9 -Modification to Premises

Any improvements, alterations or additions to the Baseball/Softball Complex shall be approved by the parties with consideration of how they are to be financed. Once completed, all improvements, alterations or additions shall be deemed a part of the property, unless otherwise agreed to in writing by the City.

Section 10 -Risk of Loss

In the event of damage or destruction of the Baseball/Softball Complex to such an extent that the City elects not to rebuild or repair, such election shall be made within sixty (60) days and, in that event, this lease agreement shall be canceled and terminated and all liability of each party against the other shall cease as of that date.

Section 11 -Operating Guidelines

The maintenance committee agrees to draft and adopt guidelines for the operation of the Baseball/Softball Complex incorporating the terms set out herein and day to day operations and needs not set out herein.

Section 12 -Modification of Agreement

The parties may agree, in writing, to modify any and all terms of this lease agreement.

Section 13 -Termination

(a) This agreement may be terminated, in writing, by agreement of the parties.

(b) In the event one of the leasing parties fails to perform, keep or observe any of the terms, covenants or conditions contained herein, the City shall provide written notice to the party to cure such condition or defect and corrective action shall be commenced within thirty (30) days after receipt of the notification. If it is determined by Governing Body of the City that the corrective action taken fails to comply with this agreement, then the City may terminate any portion of this lease agreement by providing sixty (60) days written notice of termination. It shall be the party's obligation and the party's expense to seek to compel corrective action from any sub lessee.

(c) Any party may give written notice of their intent to withdraw from this lease. Said notice shall be given one year in advance of the intended date of withdrawal.

Section 14 -Interlocal Agreement

Parties shall enter into and execute an Interlocal Agreement that incorporates the terms of this agreement and submit said Interlocal Agreement to the Kansas Attorney General for approval, as well as, file with the Cowley Count Register of Deeds and Kansas Secretary of State.

It is understood and agreed that this agreement shall be binding upon the parties hereto and their successors or assigns.

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

City of Winfield

USD 465 Board of Education

Ronald E Hutto, Mayor

ATTEST:

Brenda Peters, City Clerk

Dated this ____ day of _____, 2019

Winfield Recreation Commission

Scott Gill, Chairperson

Lyle Weinert, President

ATTEST:

Tom Fell

Tom Fell, Clerk of the Board USD 465

Dated this 24 day of June, 2019

Southwestern SC

~~Mike McCoy, Athletic Director~~ Kristin A. Humphreys
Associate VP for Business Services



Request for Commission Action

Date: July 9, 2019

Requestor: Gary Mangus, Assistant to the City Manager

A handwritten signature in dark ink, appearing to be "G. Mangus", is written over the printed name.

Action Requested: Consider a Resolution adopting an agreement between the City, USD 465, Southwestern College, and Winfield Recreation Commission regarding access to the five-primary baseball and softball diamonds located at the Broadway Recreation Complex.

Analysis: The parties intend for and agree to cooperative use of the complex. The lease agreement would be for a primary term of ten (10) years beginning July 1, 2019 and terminating June 30, 2029. An automatic renewal option provides for two additional ten (10) year periods. This agreement is modeled after one the parties have for the Vaughn Tennis facility.

Fiscal Impact: Each party will contribute \$2,000 annually for full-season game preparation (including grooming the infield, chalking base lines and batter's box, painting foul lines, provide bases, provide clean and stocked restrooms, lighting if needed) and \$4,000 annually to establish a Baseball/Softball Complex Capital/Maintenance Reserve held by the City. Initial Reserve contributions are to be made by September 1, 2019. The pooled funds would be used in maintaining, repairing, or contracting necessary work at the facility. A maintenance committee, composed of a representative from each of the parties, will make recommendations for the use of the funds.

Attachments: Proposed Resolution and Agreement

Bill No. _____

Resolution No. _____

A RESOLUTION

AUTHORIZING A Resolution adopting a facility lease agreement between the City of Winfield, USD 465, Southwestern College, and Winfield Recreation Commission regarding access to the five-primary baseball and softball diamonds located at the Broadway Recreation Complex.

WHEREAS, the City of Winfield is the owner and has available certain real property which is utilized for baseball and softball activities at the Broadway Recreation Complex, located 2200 Broadway Street, Winfield, Kansas, and;

WHEREAS, USD 465, Southwestern College and Winfield Recreation Commission desire access to the baseball and softball facilities located at the Broadway Recreation Complex for use by their respective athletic programs.

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

Section 1. The Governing Body of the City of Winfield Kansas hereby authorizes the Mayor and City Clerk of the City of Winfield, Kansas to execute a facility lease agreement between the City of Winfield, Kansas, Unified School District 465, Southwestern College and Winfield Recreation Commission regarding access to the five-primary baseball and softball diamonds located at the Broadway Recreation Complex; 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 passage and approval.

ADOPTED this 15th day of July 2019.

(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

FACILITY LEASE AGREEMENT

THIS LEASE made and entered into this 24 day of June 2019, effective on July 1, 2019, for use of the baseball and/or softball facilities at the Broadway Recreation Complex, Winfield, Cowley County, Kansas, by and between:

Unified School District 465, hereinafter referred to as "USD 465", and;

Southwestern SC, Winfield, Kansas, hereinafter referred to as "SC", and;

Winfield Recreation Commission, Winfield, Kansas, hereinafter referred to as "WRC", and;

The City of Winfield, Kansas, owner and managing operator, hereinafter referred to as "City"

WITNESSETH:

WHEREAS, the City is the owner and has available certain real property which is utilized for baseball and softball activities at the Broadway Recreation Complex, located 2200 Broadway Street, Winfield, Kansas, and;

WHEREAS, USD 465, WRC and SC desire access to the baseball and softball facilities located at the Broadway Recreation Complex for use by their respective athletic programs.

NOW THEREFORE, it is mutually agreed by the parties hereto:

Section 1 -Property

In consideration of the rental hereinafter described and payable to the City, and upon performance of the covenants and agreements set out herein, City does hereby let, lease and rent unto the parties herein, the following described real estate; hereinafter referred to as "Baseball/Softball Complex", to wit:

The five-primary baseball/softball diamonds, the support buildings and parking areas within the overall Broadway Recreation Complex, 2200 Broadway Street, Winfield, Cowley County, Kansas.

For the use of said property by each party for the playing of baseball and softball in all its forms, including but not limited to recreation, organized practice, games and tournaments.

Section 2 -Term of Lease

The lease agreement shall be for a primary term of ten (10) years commencing July 1, 2019 and terminating June 30, 2029 for an annual fee of one dollar (\$1.00) payable in advance. This lease shall automatically renew for two additional ten (10) year periods, except under the following conditions: (a) all four parties hereto mutually agree to terminate the lease; (b) by anyone of the three Lessees giving written notice of its intent to terminate the lease prior to the expiration of the primary term or any renewal thereof; or (c) by the City if any of the three leasing parties violate any term of this lease and

failure to remedy the violation within 30 days of receipt of written notification as set out in Section Thirteen. The terms and conditions of the lease may be amended at any time by the execution of a written addendum by all parties.

Section 3 -Use of Property

The parties intend for a cooperative use of the Baseball/Softball Complex. WRC is responsible for scheduling of the Baseball/Softball Complex with USD 465 athletic programs receiving first priority, SC receiving second priority in scheduling, WRC being third in priority and City being fourth in priority. If a competition has to be moved because of weather or other unexpected circumstance, it will be moved to a date that does not conflict with any other previously scheduled event. It should be expected that practice schedules may need to be rearranged due to competition calendar changes.

Section 4 -Maintenance, Repair and Expenses

(a) The City agrees that it shall maintain and repair in a good workmanship manner, the Baseball/Softball Complex, associated improvements and appurtenances, including, but not limited to, mowing, weed control and facility repairs, such as bleacher, fence, playing surface and restroom repair.

(b) For the term of this lease agreement each party shall contribute \$2,000.00 annually for full-season game preparation (including grooming the infield, chalking base lines and batters box, painting foul lines, provide bases, provide clean and stocked restrooms, lighting if needed) and \$4,000 annually to be held by the City and used for purposes of establishing a Baseball/Softball Complex Capital/Maintenance Reserve. Initial contributions shall be made by September 1, 2019, the total annual amount to be paid in quarterly installments unless otherwise agreed to, in writing, by the City.

Pooled Capital/Maintenance funds shall be used in maintaining, repairing and operating the Baseball/Softball complex.

(c) A maintenance committee composed of one representative from each party shall make recommendations for maintenance and repair to the City. The City, as managing operator of the Baseball/Softball Complex, shall be responsible for undertaking actual maintenance and repair or for contracting necessary work to the appropriate entity.

(d) Specific improvements necessary or desired by one or more of the parties may be constructed upon approval of the maintenance committee and the City. Payment for the initial construction of said improvements shall be the responsibility of the parties requiring and/or requesting the improvement. Once constructed, maintenance of said improvements would be from the pooled maintenance fund as outlined above in Section four, (a) through (c).

(e) In the event the maintenance fund does not have adequate funds to effect necessary repair or maintenance, the maintenance committee shall consult and agree on each party's contribution amount toward the necessary work.

by the City Manager or his designee, and the sublease shall be reduced in writing with a copy to the City. Any sublessee shall comply with the terms of this lease agreement and the policies referenced in Section Seven.

Section 9 -Modification to Premises

Any improvements, alterations or additions to the Baseball/Softball Complex shall be approved by the parties with consideration of how they are to be financed. Once completed, all improvements, alterations or additions shall be deemed a part of the property, unless otherwise agreed to in writing by the City.

Section 10 -Risk of Loss

In the event of damage or destruction of the Baseball/Softball Complex to such an extent that the City elects not to rebuild or repair, such election shall be made within sixty (60) days and, in that event, this lease agreement shall be canceled and terminated and all liability of each party against the other shall cease as of that date.

Section 11 -Operating Guidelines

The maintenance committee agrees to draft and adopt guidelines for the operation of the Baseball/Softball Complex incorporating the terms set out herein and day to day operations and needs not set out herein.

Section 12 -Modification of Agreement

The parties may agree, in writing, to modify any and all terms of this lease agreement.

Section 13 -Termination

(a) This agreement may be terminated, in writing, by agreement of the parties.

(b) In the event one of the leasing parties fails to perform, keep or observe any of the terms, covenants or conditions contained herein, the City shall provide written notice to the party to cure such condition or defect and corrective action shall be commenced within thirty (30) days after receipt of the notification. If it is determined by Governing Body of the City that the corrective action taken fails to comply with this agreement, then the City may terminate any portion of this lease agreement by providing sixty (60) days written notice of termination. It shall be the party's obligation and the party's expense to seek to compel corrective action from any sub lessee.

(c) Any party may give written notice of their intent to withdraw from this lease. Said notice shall be given one year in advance of the intended date of withdrawal.

Section 14 -Interlocal Agreement

Parties shall enter into and execute an Interlocal Agreement that incorporates the terms of this agreement and submit said Interlocal Agreement to the Kansas Attorney General for approval, as well as, file with the Cowley County Register of Deeds and Kansas Secretary of State.

It is understood and agreed that this agreement shall be binding upon the parties hereto and their successors or assigns.

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

City of Winfield

USD 465 Board of Education

Ronald E Hutto, Mayor

ATTEST:

Brenda Peters, City Clerk

Dated this ____ day of _____, 2019

Winfield Recreation Commission

Scott Gill, Chairperson

Lyle Weinert, President

ATTEST:

Tom Fell

Tom Fell, Clerk of the Board USD 465

Dated this 24 day of June, 2019

Southwestern SC

Kristin A. Humphreys

~~Mike McCoy, Athletic Director~~

Associate VP for Business Services