

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, July 20, 2020
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDERMayor Phillip R. Jarvis
ROLL CALL.....City Clerk, Brenda Peters
MINUTES OF PRECEDING MEETING.....Monday, July 06, 2020
MINUTES OF SPECIAL CALLED MEETINGThursday, July 16, 2020

PUBLIC HEARING

- Hear appeal of nuisance violation at 1020 E 12th Ave
- Conclusion of Community Development Block Grant #19-IT_002, Walnut River water line replacement

BUSINESS FROM THE FLOOR

- Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 2042 – An Ordinance – Amending Chapter 74, Article IV of the Revised Ordinances of the City of Winfield, Kansas relating to the operation of vehicles on city property by the amendment of Section 74-114.

Bill No. 2043 – An Ordinance – Providing for the registration of mobile food vendors within the City of Winfield, Kansas by amending Chapters 66, 34 and 22 of the Winfield Municipal Code.

Bill No. 2044 – A Resolution – Authorizing and directing the City Manager of the City of Winfield, Kansas to execute a facilities agreement between the City of Winfield and Aging Projects, Inc., Hutchinson, Kansas, regarding the lease of the Senior Center.

Bill No. 2045 – A Resolution – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Arkansas CityArea Arts Council Inc.)

OTHER BUSINESS

- Motion to approve the Grant Close-Out Transmittal Form

ADJOURNMENT

- Next Commission work session 4:00 p.m. Thursday, July 30, 2020.
- Next regular meeting 5:30 p.m. Monday, August 03, 2020.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
July 6, 2020

The Board of City Commissioners met in regular session, Monday, July 06, 2020 at 5:30 p.m. at the amphitheater, Island Park; Mayor Phillip R. Jarvis presiding. Commissioners Ronald E. Hutto and Gregory N Thompson were also present. 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 Robbie DeLong, Police Chief.

City Clerk Peters called Roll.

Commissioner Hutto moved that the minutes of the June 15, 2020 meeting be approved as presented. Commissioner Thompson seconded the motion. With all Commissioners voting aye, motion carried.

PUBLIC HEARING

-Hear appeal of nuisance violation at 1020 E 12th Ave. Mayor Jarvis opened a public hearing to hear an appeal of a nuisance violation at 1020 E. 12th Ave. With no one present to speak, the Mayor closed the public hearing.

BUSINESS FROM THE FLOOR

-Diane Rosecrans, 1020 Cherry St., expressed concern that the Winfield Public Library is still closed.

NEW BUSINESS

Bill No. 2037 – A Resolution – Accepting and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in Lot 14, Block 40, College Hill Addition to the City of Winfield, Cowley County, Kansas. City Manager Wall explains to the Commissioners that this Resolution would allow the City to accept and authorize an easement in the College Hill Addition. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 2037 was adopted and numbered Resolution No. 3220.

Bill No. 2038 – A Resolution – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Young Professionals of Cowley County) Assistant to the City Manager Mangus explains that this Resolution allows the Young Professionals of Cowley County to sell, possess and consume alcohol as part of the Music Crawl on July 17, 2020. There are no alcohol permits required since they have contracted with Bottle Service, LLC, a licensed caterer. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 2038 was adopted and numbered Resolution No. 3320.

Bill No. 2039 – A Resolution – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Jayhawk Advisory Council) Assistant to the City Manager Mangus explains that this Resolution allows the Jayhawk Advisory Council to possess and consume alcohol at Quail Ridge Golf Course during the Kansas Air National Guard Golf Tournament in

Saturday, August 8, 2020. There are no alcohol permits required since there is no sale of alcohol at this event. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 2039 was adopted and numbered Resolution No. 3420.

OTHER BUSINESS

-Consider Board Appointments. City Clerk Peters presented a list of board appointments for the Commission's consideration. Commissioner Hutto made a motion to accept the board appointments as follows:

BOARD OF ZONING APPEALS

Michael Ledy
David Brazil

BUILDING TRADES BOARD

Brian Mayfield
Mark Eastman
Paul Fisher
Ron Lindly
Karen Harden

CITY PLANNING COMMISSION

David Brazil
Robert Gottlob (outside city)
Anne Jarrett (outside city)

CONVENTION & TOURISM COMMITTEE

Dean Kennedy
Emily Hamilton

COWLEY COUNTY COMMUNITY CORRECTIONS

Trudy Yingling

LIBRARY BOARD

Clayton Crawford
Kris Trimmer

SENIOR CITIZEN'S ADVISORY COMMITTEE

Hannah Peroo
Candi Fox
Linda Chase
Julie Graham
Robert Ward
Dean Kennedy

WINFIELD HOUSING AUTHORITY

Rusty Zimmerman

WILLIAM NEWTON HOSPITAL BOARD

Tom Herlocker

Commissioner Thompson seconded the motion. With all Commissioners voting aye, motion carried.

-Consider a 25 Yard Rear Load Refuse Packer Body and Low Entry Cab/Chassis Quote. Director of Public Improvements Steward explains that the City received two quotes which were very close on the cash price less trade-in with Elliott Equipment submitting a quote of \$230,943 and Armor Equipment submitting a quote of \$231,407. Staff recommends accepting the quote from Elliot Equipment. Commissioner Thompson moved to accept the quote from Elliott Equipment Company in the amount of \$230,943. Motion was seconded by Commissioner Hutto. With all Commissioners voting aye, motion carried.

-Consider retaining a contractor to directional bore sanitary sewer and water line under the highway (E 9th Ave) Director of Utilities Gus Collins explains that the City has received proposals for a directional bore of an 8" Sanitary Sewer Line and the 8" Water line that cross 9th Street at Mound and Alexander. Staff recommends accepting the bid of \$36,099 from Ditch Diggers. Commissioner Hutto moved to retain Ditch Diggers to directional bore an 8" Sanitary Sewer Line and the 8" Water line, including the encasing not to exceed \$45,000 total for the project. Motion was seconded by Commissioner Thompson. With all Commissioners voting aye, motion carried.

-Consider Possible Action Related to Facial Coverings/Masks Inside the Corporate Limits Mayor Jarvis opened the floor for comments on wearing masks. The following citizens spoke:

Gary Brewer, 417 E 10th Ave, in favor
Joy Lenz, 1405 E 13th Ave, in favor
Michael Kelley, 2909 Cabrillo Dr, against
Brad Swanson, 1008 Coker Ct, against
Ken Hathaway, Cumbernauld Village Apt 313, in favor
Brenda Hagar, 1906 Sharon Ct, against
Kerry Bryant, 3319 Cathlinda Dr, in favor
Sarah Weinert, 101 College St, in favor
Jim Topper, 1706 Frankfort, in favor
Allen Dale South, 1720 Loomis St, against
Seth Arnold, 720 E 11th Ave, against
Rita Hensley, 1 Black Heath Ct, in favor
Tabitha Rosproy, 1225 E 8th Ave, in favor
Todd Hagar, 1906 Sharon Ct, masks are for non-medical use
Pam Olmstead, 1304 Cherry St, in favor
Fallon Cook, 205 Minnesota, against
Michelle Boucher, 823 E 10th Ave, in favor
Lorri Greenlee, 4308 Meadowbrook Ln, in favor
6:24 Closed public comments

City Manager Wall explained to the Commission the options for response to the mask issue.

Tom Langer, Director of Cowley County Health Department spoke about the face mask issue.

Dr. Nathan Reed, Superintendent of Schools spoke about the face mask issue in regards to the school district.

Police Chief DeLong spoke about enforcement of the Ordinance requiring masks.

City Manager Wall spoke about being able to provide masks through the CARE Act.

Bill No. 2040 – An Ordinance – Establishing requiring the wearing of masks or other face coverings in the corporate limits of the City of Winfield, Cowley County, Kansas. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 2039 was adopted and numbered Ordinance No. 4111.

ADJOURNMENT

Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, the meeting adjourned at 7:04 p.m.

Signed and sealed this 17th day of July 2020. Signed and approved this 20th day of July 2020.

Brenda Peters, City Clerk

Phillip R. Jarvis, Mayor

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
July 16, 2020

The Board of City Commissioners met in special session, Thursday, July 16, 2020 at 4:00 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Phillip R. Jarvis presiding. Commissioners Ronald E. Hutto and Gregory N. Thompson were also present. Also in attendance were Taggart Wall, City Manager; Brenda Peters, City Clerk and William E. Muret, City Attorney.

City Clerk Peters called Roll.

NEW BUSINESS

Bill No. 2041 – An Ordinance – A Home Rule Ordinance of the City of Winfield, Kansas, authorizing the acquisition of certain real property for use by the City for economic development purposes; and authorizing the issuance of General Obligation Bonds of the City to pay the costs thereof. City Manager Wall explains that this Ordinance allows the City to complete an Economic Grant to Strother Field. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 2041 was adopted and numbered Ordinance No. 4129.

ADJOURNMENT

Commissioner Thompson made a motion to adjourn. The motion was seconded by Commissioner Jarvis. With all Commissioners voting aye, motion carried. Meeting adjourned at 4:04 p.m.

Signed and sealed this 17th day of July 2020.

Signed and approved this 20th day of July 2020.

Brenda Peters, City Clerk

Phillip R. Jarvis, Mayor

GRANT CLOSE-OUT TRANSMITTAL FORM

Grantee's Name and Address:

City of Winfield

200 E. 9th Avenue

Winfield, KS 67156

Grant Agreement No.: #19-IT-002

Commencement Date: 1/15/20

Completion Date: 4/16/20

Please complete this form and items 1 through 6 for all grant types (7 is for applicable grants containing construction), including the Performance Hearing Affidavit to conclude this grant project. If this is a business finance or infrastructure grant, complete 9 through 11 in addition. If this is a housing grant, complete Form 12.

1. Grantee's Release Form *
2. Final Independent Auditor's Report
3. Final Quarterly Progress Report (Section 2)
4. Certificate of Completion (2 originals) *
5. Property Management Report
6. Explanation of Refund Check (if applicable)
7. Notice of Completion/Final Inspection – Final Wage Compliance Report *
8. Performance Hearing Affidavit
9. Economic Development Report, and
Copy of Final Payroll and Employee Certification Report (from final monitoring)
10. Legal Review and Closeout Report (Economic Development)
11. Program Income Assignment Agreement (Economic Development)
12. Housing Rehabilitation and demo data
13. Section 3 Tables A - D

No costs have been incurred after the Completion Date of the above contract. All necessary documents and procedures have been followed, thereby finalizing the above referenced contract.

Corina Cox

Preparer's Name

Economic Dev.Coordinator

Title

(785) 421-2151

Telephone Number

7/6/2020

Date

Rev. 2/2018

GRANTEE'S RELEASE FORM

1 Pursuant to the terms on Grant Agreement Number 19-IT-002 and in consideration of
2 the sum of One hundred twenty-one thousand, five hundred ten dollars and thirty-two cents
3 (\$121,510.32) which has been
4 or is to be paid under the said contract to the City of Winfield,
5 grantee upon payment of the said sum by the State of Kansas, Department of Commerce, hereinafter
6 called the grantor, does remise, release, and discharge the grantor, its officers, agents and employees
7 of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the
8 said contract.

8 IN WITNESS WHEREOF, this release has been executed this 20th day of
9 July, 2020.

10 Signature of Authorized Elected Official: _____

11 Typed Name and Title: Phillip R. Jarvis, Mayor

ATTEST AND SEAL

12 _____

13 _____

(Rev. 2-2018)

FINAL INDEPENDENT AUDITOR'S REPORT

If the grantee expends **\$750,000** or more from all Federal sources in any fiscal year in which the grant is open, a 2 CFR Part 200 audit is required from the grantee. If you expend or expect to expend this amount in the current fiscal year, please indicate below. If required, a copy of the entire audit report must be submitted to Commerce in the required time period.

- ☒ A. 2 CFR Part 200 audit is not required.
- ☐ B. Audit is complete and one copy is enclosed.
- ☐ C. Audit is in progress or not yet begun.

Auditor's Name: _____

Address: _____

Telephone: _____

Contact person with firm: _____

Date audit to begin: _____

How the audit will be paid for: _____

Date audit to be completed: _____

QUARTERLY PROGRESS REPORT - PAGE 1
KANSAS DEPARTMENT OF COMMERCE
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Grantee: City of Winfield Report #: 3 FINAL
 Grant #: #19-IT-002 Quarter Ending: 7/20/20
 Address: 200 E. 9th Avenue, Winfield, KS 67156 Contract Award End Date: 1/14/21
 Company Name (ED Projects): _____ Date Prepared: 7/6/20
 Current Chief Elected Official: Phillip R. Jarvis, Mayor
 Name and telephone number of person
 who prepared this report: Corina Cox (785) 421-2151
 Name Telephone Number

Financial Status:

Total Grant: \$180,105 Total Local Injection \$17,000
 Drawdowns received to date: \$121,510.32 Local spent to date \$16,000
 Drawdowns requested and not yet received: \$ Initial Monitoring Conducted ☒
 Total Grant available \$58,594.68 Final Monitoring Conducted ☒

Contracts Awarded This Quarter With All Monies: *

Name & Address, DUNS#	Total Contract Amount	Local	CDBG	Activity		Contractor Data				
				No.	Title	Type of Procurement	Section 3	** MBE	** WBE	Davis- Bacon
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							

* Attach additional pages if needed.

** Categories are: 1-White, 2-Black/African American, 3-Asian, 4-American Indian/Alaskan Native, 5-Native Hawaiian/Other Pacific Islander, 6-American Indian/Alaskan Native & White, 7-Asian & White, 8-Black/African American & White, 9-American Indian/Alaskan Native & Black/African American, 10-Other Multi Racial, 11-Hispanic, 12-Non-Hispanic

Describe project accomplishments this quarter:

Closed-out project and held performance public hearing on July 20, 2020.

Planned activities next quarter:

Technical assistance needs:

QUARTERLY PROGRESS REPORT - PAGE 2

You must complete this page if you have a:

1. Community Improvement, Urgent Need or KAN STEP grant and this is your **first** or **final** report
2. Economic Development grant
3. Attach housing log for housing projects

Complete for all circumstances listed above:

		Number of Beneficiaries	Number of LMI Beneficiaries
1.	Target	10,755	5,030
2.	Total to Date	10,755	5,030

*		White	BAA	BAA/W	AI/AN	NH/PI	A	A/W	AI/AN/BAA	AI/AN/W	Other
1.	Total Beneficiaries	9,234	420	118	140	0	420	32	0	118	293
2.	Hispanic Beneficiaries	366	11	0	11	0	0	0	0	0	272

*BAA-Black African American; BAA/W-Black African American & White; AI/AN-American Indian or Alaskan Native; NH/PI-Native Hawaiian or Pacific Islander; A-Asian; A/W-Asian & White; AI/AN/BAA-American Indian or Alaskan Native & Black African American; AI/AN/W-American Indian or Alaskan Native & White

- | | |
|--|-------|
| 3. Total Number of Households Benefiting to Date | 4,361 |
| 4. Total Number of Female Heads of Households Benefiting | 1,118 |
| 5. Total Number of Disabled Persons Benefiting | 2,141 |

NOTE: Beneficiaries are to be reported cumulatively as they occur

Economic Development Grants only:

Proposed (FTE - Jobs Count)

	QTR 1	QTR 2	QTR 3	QTR 4	QTR 5	QTR 6	QTR 7	QTR 8
1. Total Jobs Retained								
2. Total LMI Jobs Retained								
3. Total Jobs Created								
4. Total LMI Jobs Created								
5. Total Jobs to be generated								

Accomplishments

	a. Planned this Quarter	b. Completed this Quarter	c. Completed to Date
6. Number of Jobs Retained			
7. Number of LMI Jobs Retained			
8. Number of Jobs Created			
9. Number of LMI Jobs Created			

10. Explain any variances from planned number of jobs:

CERTIFICATE OF COMPLETION

A. Name of Grant Recipient City of Winfield	B. Grant Agreement Number #19-IT-002
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C. Final Statement of Cost

Program Activity Categories	To Be Completed By The Recipient			To Be Completed By CDBG
	Paid Costs (a)	Local Unpaid Costs (b)	Total Costs (c)	Approved Total Costs
1. 1a Water/Lines/Trtment	121,345.00		121,345.00	
2. 1h Engineering Design	3,500.00		3,500.00	
3. 1i Const. Inspection	1,500.00		1,500.00	
4. 3a Administration	11,165.32		11,165.32	
5.				
6.				
7.				
8.				
9. Total Program Costs	137,510.32		137,510.32	
10. Less Other Funds Applied	16,000.00		16,000.00	
11. CDBG Grant Amount Applied	121,510.32		121,510.32	

D. Computation of Grant Balance

	To Be Completed By The Recipient	To Be Completed By CDBG
12. Total Amount Applied (Line 11a)	121,510.32	
13. Estimated for Unsettled Third-Party Claims		
14. Subtotal (Line 11c)	121,510.32	
15. Grant Amount Per Agreement (from contract)	180,105.00	
16. Unutilized Grant to be Canceled (Line 15 less Line 14)	58,594.68	
17. Grant Funds Received	121,510.32	
18. Balance of Grant Payable (Refundable) (Line 14 less Line 17)*		

* If Line 17 exceeds Line 14, enter excess as a negative amount. This amount shall be repaid to the Department by check.

CERTIFICATE OF COMPLETION - PAGE 2

E. Unpaid Costs and Unsettled Third-Party Claims (Local Only)

List amounts and describe circumstances

☐ Check if continued on additional sheet and attach

F. Remarks

☐ Check if continued on additional sheet and attach

G. Certification of Recipient

It is hereby certified that all activities undertaken by the recipient with funds provided under the Grant Agreement identified as Item B above have, to the best of my knowledge, been carried out in accordance with the Grant Agreement; that proper provision had been made by the recipient for payment of all unpaid costs and unsettled third-party claims identified in Item E above; that the Department, the State of Kansas, and the United States of America are under no obligation to make any further payment to the recipient under the Grant Agreement in excess of the amount identified on Line 18 above; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

Phillip R. Jarvis, Mayor

Date	Signature of Chief Elected Official	Typed Name and Title
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H. Department Approval

This Certificate of Completion is hereby approved. Therefore, I authorize cancellation of the unutilized contract agreement and related funds reservation and obligations _____ (line 16 above).

Date	Signature for CDBG Program	Typed Name
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CERTIFICATE OF COMPLETION

A. Name of Grant Recipient City of Winfield	B. Grant Agreement Number #19-IT-002
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C. Final Statement of Cost

Program Activity Categories	To Be Completed By The Recipient			To Be Completed By CDBG
	Paid Costs (a)	Local Unpaid Costs (b)	Total Costs (c)	Approved Total Costs
1. 1a Water/Lines/Trtment	121,345.00		121,345.00	
2. 1h Engineering Design	3,500.00		3,500.00	
3. 1i Const. Inspection	1,500.00		1,500.00	
4. 3a Administration	11,165.32		11,165.32	
5.				
6.				
7.				
8.				
9. Total Program Costs	137,510.32		137,510.32	
10. Less Other Funds Applied	16,000.00		16,000.00	
11. CDBG Grant Amount Applied	121,510.32		121,510.32	

D. Computation of Grant Balance

	To Be Completed By The Recipient	To Be Completed By CDBG
12. Total Amount Applied (Line 11a)	121,510.32	
13. Estimated for Unsettled Third-Party Claims		
14. Subtotal (Line 11c)	121,510.32	
15. Grant Amount Per Agreement (from contract)	180,105.00	
16. Unutilized Grant to be Canceled (Line 15 less Line 14)	58,594.68	
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CERTIFICATE OF COMPLETION - PAGE 2

E. Unpaid Costs and Unsettled Third-Party Claims (Local Only)

List amounts and describe circumstances

☐ Check if continued on additional sheet and attach

F. Remarks

☐ Check if continued on additional sheet and attach

G. Certification of Recipient

It is hereby certified that all activities undertaken by the recipient with funds provided under the Grant Agreement identified as Item B above have, to the best of my knowledge, been carried out in accordance with the Grant Agreement; that proper provision had been made by the recipient for payment of all unpaid costs and unsettled third-party claims identified in Item E above; that the Department, the State of Kansas, and the United States of America are under no obligation to make any further payment to the recipient under the Grant Agreement in excess of the amount identified on Line 18 above; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

Phillip R. Jarvis, Mayor

Date

Signature of Chief Elected Official

Typed Name and Title

H. Department Approval

This Certificate of Completion is hereby approved. Therefore, I authorize cancellation of the unutilized contract agreement and related funds reservation and obligations _____ (line 16 above).

Date

Signature for CDBG Program

Typed Name

NOTICE OF COMPLETION/FINAL INSPECTION AND FINAL WAGE COMPLIANCE REPORT FORMAT

To: Kansas Department of Commerce
CDBG Program
1000 S.W. Jackson St., Suite 100
Topeka, Ks 66612-1354

Date: 7/20/2020

Grantee: City of Winfield

Grant Number: #19-IT-002

1. Date of Construction Completion: 4/16/20

2. Date of Final Inspection: 4/16/20

FINAL WAGE COMPLIANCE REPORT FORMAT

While you or your representative were reviewing the contractor's weekly payrolls, were any laborers or mechanics paid less than the minimum wage rate plus fringe benefits as specified in the Secretary of Labor's Wage Decision that applied to this project?

☐ NO ☒ YES

If yes, provide the following information:

- a. Total amount of restitution paid (difference between what was first paid and what was required to be paid): \$ 108.60
- b. Method of restitution:
 - ☒ paid by contractor(s)
 - ☐ paid by city with funds withheld from payment to contractor(s).

Name of Contractor or Subcontractor	Name of Affected Employees	Amount of Restitution Paid to Employee	Nature of Violation Leading to Restitution
Ditch Diggers, Inc.	Charles M. Holub	108.60	employee was interviewed but was not on the payroll for the day

Date	Signature of Chief Elected Official	<u>Phillip R. Jarvis, Mayor</u> Typed Name and Title
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REQUEST FOR PAYMENT OF CDBG FUNDS

CFDA 14.228

PART I: REQUEST FOR PAYMENT INFORMATION

GRANTEE - NAME City of WinfieldGRANT NO. 19-IT-002STREET ADDRESS 200 E. 9th AvenueREQUEST NO. 2 FINALPO BOX 646twall@winfieldks.orgCITY, STATE, ZIP Winfield, KS 67156Grantee's - E-mail address for notifying about ACH deposit
nwkpcdc@ruraltel.net
Administrator - E-mail address for notifying about ACH deposit

PART II: STATUS OF CDBG FUNDS

AMOUNT

1	PAYMENT DUE & AMOUNT OF THIS REQUEST	<u>2,041.88</u>
2	CDBG GRANT AWARD	<u>180,105.00</u>
3	PROGRAM INCOME AND OTHER RECEIPTS	<u>.</u>
4	TOTAL FUNDS (2 + 3)	<u>180,105.00</u>
5	CDBG FUNDS RECEIVED TO DATE	<u>119,468.44</u>
6	TOTAL (1 + 5)	<u>121,510.32</u>
7	REMAINING CDBG FUNDS (4 - 6)	<u>58,594.68</u>

PART III: CERTIFICATION

I HEREBY CERTIFY THAT THE DATA REPORTED ABOVE IS CORRECT AND THAT THE AMOUNT REQUESTED IS NOT IN EXCESS OF CURRENT NEEDS

DATE 7/20/2020 SIGNATURE _____ TITLE _____DATE 7/20/2020 SIGNATURE _____ TITLE _____

PART IV: APPROVAL (FOR KANSAS DEPT. OF COMMERCE USE ONLY)

CDBG APPROVAL:

1. CONTRACT TERMINATION DATE: _____

2. AUTHORIZED SIGNATURE: _____

3. MONITORING RESOLUTION: CURRENT / PAST DUE / NA

4. QUARTERLY PROGRESS REPORTS: CURRENT / PAST DUE

FIELD REPRESENTATIVE _____ DATE _____

ECONOMIC DEVELOPMENT SPECIALIST _____ DATE _____

ADMINISTRATIVE/ COMPLIANCE _____ DATE _____

FISCAL _____ DATE _____

Kansas Department of Commerce
Small Cities Community Development Block Grant

(For Economic Development Grants, please attach a copy of summary of payment)

Kansas Dept of Commerce
1000 SW JACKSON STREET, SUITE 100
TOPEKA, KS 66612-1354

6/20/17 (REV)

9/2017 (REV)													
ACTIVITY		BUDGET		TOTAL COST	CDBG \$			LOCAL/OTHER \$			AVAILABLE BALANCE		
NAME (As on Budget Form)		CDBG	LOCAL		EXPENDED THIS RFP	EXPENDED TO DATE	AVAILABLE BALANCE	EXPENDED THIS RFP	EXPENDED TO DATE				
NO.													
1a	Water/Lines/Treatment	179,605.00		179,605.00	2,000.00	121,345.00	58,260.00						
1h	Engineering Design		3,500.00	3,500.00					3,500.00				
1i	Construction Insp.		1,500.00	1,500.00					1,500.00				
3a	Administration	500.00	12,000.00	12,500.00	41.88	165.32	334.68	2,750.00	11,000.00			1,000.00	
										</			

1000%

NORTHWEST KANSAS PLANNING & DEVELOPMENT COMMISSION
DRAWDOWNS & CASH DISBURSEMENTS

Project Name and Number	City of Winfield	19-IT-002	
Drawdown No.	2 FINAL		
Date	7/20/2020		
Present Balance		\$0.00	
Amount of Drawdown		\$2,041.88	
New Balance		\$2,041.88	\$3,750.00
	Disbursements		
		CDBG	LOCAL
To:	NWKP&DC		\$2,750.00
	For: 3a Administration		
	CDBG Administration FINAL		
To:			
	For:		
To:	City of Winfield (Reimbursement)	\$2,000.00	
	1a Water/Lines/Treatment		
	Pay Application #1 FINAL \$121,345		
	Held \$2K until close-out		
To:	PEC		
	For:		
To:	City of Winfield (Reimbursement)	\$ 41.88	
	For: 3a Administration		
	Performance Public Hearing		
To:			
	For:		
Total Disbursements		\$ 2,041.88	\$ 2,750.00
New Balance		\$ -	\$ 1,000.00

NORTHWEST KANSAS PLANNING
& DEVELOPMENT COMMISSION
P.O. Box 248
Hill City, Kansas 67642
(785) 421-2151

STATEMENT

DATE: 6/24/2020

City of Winfield
200 E. 9th Avenue
Winfield, KS 67156
CDBG 19-IT-002

ADMINISTRATION CONTRACT AMOUNT:

\$11,000.00 \$1,000
Admin Env. Review

DATE	CHARGES AND CREDITS	BALANCE
February 10, 2020	100% Environmental Review	\$ 1,000.00 PAID
February 10, 2020	25% Receipt of Signed State Grant Agreement	\$2,750.00 PAID
May 1, 2020	25% First Drawdown of funds for construction	\$2,750.00 PAID
May 1, 2020	25% 50% construction Drawdown of CDBG funds	\$2,750.00 PAID
June 24, 2020	15% Final Const. Drawdown/clearance of monitoring	\$1,650.00 DUE
June 24, 2020	10% Close out	\$1,100.00 DUE
TOTAL AMOUNT DUE:		\$2,750.00 DUE

CITY OF WINFIELD
200 E 9TH AVE
WINFIELD, KS 67156

Vendor Name: NORTHWEST KANSAS PLANNING & DEVELOPMENT

Vendor ID: 57588

Check Number: 63129

Check Date: 2020-07-02

Check Amount: 2,750.00



1 of 1 - 311

INVOICE NO	INV DATE	DESCRIPTION	INV AMT	DISCOUNT	NET AMOUNT
062420	2020-06-24	CDBG ADMINIS	2750.00	0.00	2750.00

WINFIELD THE CITY OF WINFIELD, KANSAS

PO Box 646
200 E 9th Ave
Winfield, KS 67156-0646
(620) 221 - 5500
(620) 211 - 5593 (FAX)

KANSAS

RCB BANK
WINFIELD, KS
86-1259/1031

CHECK NO.

63129

DATE

2020-07-02

PAY TWO THOUSAND SEVEN HUNDRED FIFTY AND 0/100 DOLLARS

*****\$2,750.00

PAY
TO THE
ORDER
OF

NORTHWEST KANSAS PLANNING & DEVELOPMENT
PO BOX 248
HILL CITY KS 67642-0248

Kim Reynolds
Brenda Peters

Wall

⑈63129⑈ ⑆103112594⑆ 0132063⑈

e-notice

+1 973-900-2959
support@enotice.io

Invoice

Invoice number 6823229D-0001
Date of issue Jun 26, 2020
Date due Jul 26, 2020
Notice Id FG5egQtyJ4mmZGGx3D08
Publisher Cowley CourierTraveler

Bill to
Brenda Peters
bpeters@winfieldks.org

\$41.88 due July 26, 2020

=== How to pay this invoice ===

We accept ACH bank transfers, debit cards, credit cards, and checks. If you would like to pay by check, please write a check made out to "enotice inc" and mail to:

enotice
1701 Rhode Island Ave NW Washington, DC 20036

Description	Qty	Unit price	Amount
07/03/2020: Custom Notice	1	\$38.07	\$38.07
Subtotal			\$38.07
Tax (0%)			\$0.00
Processing Fee (10%)			\$3.81
Amount due			\$41.88

Pay \$41.88 with ACH or wire transfer
Bank WELLS FARGO BANK, N.A.
Routing 121000248
Account 40630195586091879
SWIFT WFBIUS6S

Pay \$41.88 with card
Visit pay.stripe.com/i/invst_HXRYMmGdq6R6R0Ha2WysmiqrIykOAMr

If you have questions, contact e-notice at support@enotice.io

Pay \$41.88 with ACH or wire transfer
Bank WELLS FARGO BANK, N.A.
Routing 121000248
Account 40630195586091879
SWIFT WFBUS6S

Pay \$41.88 with card
Visit pay.stripe.com/i/invst_HXRYMmGdq6R6R0Ha2WysmiqrIykOAMr

City of Winfield
7/20/20 5:30 p.m.
CDBG #19-IT-002

OPEN PERFORMANCE PUBLIC HEARING

At the conclusion of a CDBG project, it is a requirement to hold a performance public hearing to disclose the project and costs involved and to see if there is any public question/comments.

Description of project – Urgent Need emergency replacement of a City waterline crossing the Walnut River.

Total Project Cost = \$137,510.32
CDBG GRANT PAID - \$121,510.32
MATCH – CITY FUNDS \$16,000 plus \$1,000 for Env. Review

Project passed final inspection, and finished construction 4/16/20.
FINAL STATE MONITORING WAS HELD ON 6/24/20 – NO DEFICIENCIES.

ANY PUBLIC QUESTIONS/COMMENTS?

CLOSE HEARING

PRESENT CLOSE-OUT- NEED MOTION TO APPROVE CLOSEOUT



Request for Commission Action

Date: 7/14/2020

Requestor: Patrick Steward, Director of Public Improvements

Action Requested:

Consider a revision to the Ordinance allowing the use of golf carts adjacent to Hospital.

Analysis:

William Newton Hospital has purchased a golf cart to transport patients from the parking lot to the front door of the hospital. They've stated that the plan is for the cart to be utilized on campus but it "will include crossing 5th Ave. and then occasionally driving on Michigan and Park Streets."

The current Ordinance allows golf carts specifically on certain city owned properties and in subdivisions adjacent to golf courses. There have been requests from other neighborhoods that would like to utilize carts within a subdivision. However, no formal amendments have been considered by the commission since the adoption of the current ordinance.

Fiscal Impact:

None.

Attachments: Ordinance

(First published in the Cowley County Courier Traveler, Friday July 24, 2020)

BILL NO. 2042

ORDINANCE NO. 4130

AN ORDINANCE

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

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

Section 1. Section 74-114 of Chapter 74, Article IV of the Revised Ordinances of the City of Winfield, Kansas, is hereby amended by the following additions:

Sec. 74-114(b)(1)a.6 – William Newton Hospital: Those streets adjacent and abutting William Newton Hospital for transport to and between Hospital facilities including but not limited to the Physicians Pavilion, Cancer Treatment Center, Dialysis Center and associated parking lots.

Section 2. This Ordinance shall be published one time in the official City Newspaper and shall take effect and be in force from and after said publication.

ADOPTED this 20th day of July 2020

(SEAL)

Phillip R. Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

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

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

AN ORDINANCE

PROVIDING for the registration of mobile food vendors within the City of Winfield, Kansas by amending Chapters 66, 34 and 22 of the Winfield Municipal Code.

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

Section 1. Chapter 66 – Peddlers, Section 66-1 is hereby amended to read as follows:

“The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Peddler means any individual, whether a resident of the city or not, whose business or trade is mainly or principally carried on by travel, either on foot or by wagon, automobile, or motor truck, or by any other type of conveyance, from place to place, from house to house, or from street to street, selling or attempting to sell goods, wares and merchandise or personal property of any nature whatsoever, for immediate delivery, or future delivery from an instate supplier. This definition shall include any person who, for himself or for another person, hires, leases, uses or occupies any building, structure, tent, railroad boxcar, boat, hotel room, lodging house, apartment, shop, or other place within the city on a temporary basis for the sole purpose of exhibiting samples and taking orders for immediate delivery. The term "peddler" includes any itinerant vendor. The term "peddler" does not include persons soliciting or selling, or attempting to sell, goods or merchandise to commercial business firms, nor those who solicit sales of goods that are later to be transported by way of interstate commerce. The term “peddler” does not include foodstuffs and other food merchandise that are governed as Mobile Food Vendors.

Section 2. Chapter 34 – Fees, Section 22 is hereby amended to read as follows:

Sec. 34-22. - Businesses.

(a)License for circus or carnival. The fee required or referenced in section 22-51 is \$50.00. (b)Taxicab operator's license. The fees required or referenced in section 22-82(b) are as follows:(1) Initial license: \$10.00. (2)Renewal: \$5.00. (c) Taxicab business license. The fee required or referenced in section 22-104 is \$50.00. (d) Permit for miscellaneous sales. The fee required or referenced in section 22-152 is \$1.00. (e) Mobile Food Vending License. The fee required in section 22-294 is: One Week – \$25.00, One Month – \$50.00, Six Months – \$200.00, Annual -- \$400.00

Section 3. Chapter 22 – Businesses is hereby amended to add and establish a new Article X.- Mobile Food Vending to read as follows:

ARTICLE X. – MOBILE FOOD VENDING

Sections:

22-291 - Definitions.

22-292 - Vending without registering with the City.

22-293 - Registration application.

22-294 - Fee.

22-295 - Certificate of registration.

22-296 - Operating conditions.

22-297 - Term and transferability.

22-298 - Parking to dispense products in public rights-of-way.

22-299 - Sound devices.

22-300 - Exemption.

22-301 - Posting.

22-302 - Penalty for violation.

22-291 - Definitions.

The words and phrases listed below when used in this Chapter shall have the following meanings:

"City Approved Event" shall mean any event sponsored by the City, any event such as a community celebration or festival approved by the Governing Body, or any event sanctioned by a permit issued by the City, including but not limited to a Temporary Use Permit or Outdoor Community Event.

"Food and/or Beverage" shall mean (1) articles used for food or drink for humans or other animals, (2) chewing gum, and/or (3) articles used for components of any such article, in accordance with the definition of food within K.S.A. 65-656.

"Mobile Food Vending" shall mean to conduct, hold, carry on, pursue or operate a business of vending, peddling, hawking and/or selling any food and/or beverage from a Mobile Food Unit stopped in one location for a period of more than 5 minutes.

"Mobile Food Vendor" shall mean any person, corporation, association, or other entity, however organized, that offers any food or beverage for sale from a Mobile Food Unit to conduct Mobile Food Vending.

"Mobile Food Unit" or "Unit" shall mean any self-contained vehicle, trailer, cart, wagon, or other type of conveyance from which any food and/or beverage is offered for sale.

"Person" shall mean an individual, corporation, partnership, company, agency, institution, or any other entity.

22-292 - Vending without registering with the City.

It is unlawful for any person to conduct Mobile Food Vending within the corporate limits of the City of Winfield, Kansas, without obtaining a certificate of registration in accordance with this Chapter.

22-293 - Registration application.

Any person desiring to register under this Chapter shall complete a registration application provided by the office of the City Clerk. The application shall require the following information:

- A. Name and permanent address of the applicant and the business, showing proof of identification. If the applicant is not an individual, the names and permanent addresses of the officers of the corporation or the members of the partnership, firm, association or other entity, as the case may be;
- B. The name of the owner and the type, make and registration number of the vehicle(s) to be used;
- C. A statement as to whether or not the applicant has ever had a mobile vending registration or other similar license or registration revoked or suspended under the Winfield Municipal Code or the ordinances of the City of Winfield or any other city. Such a revocation or suspension may result in the City's refusal to process the requested registration.
- D. A statement that the applicant understands and agrees that registration will not be used or represented in any way as an endorsement of the applicant by the City of Winfield, Kansas or by any department, officer, or elected or appointed official of the City.
- E. Proof of a valid driver's license within the State of Kansas for operation of the class of vehicle identified in the application for the applicant and any agents or employees of the applicant who will be involved in driving the identified vehicle;
- F. Proof that the applicant has secured commercial general liability insurance for the mobile vending operation to be maintained for the entire length of the registration, written by an insurance carrier licensed to do business in Kansas, with minimum limits of \$500,000 combined, single limit for bodily and property damage, each occurrence and \$1,000,000 in the general aggregate. Evidence of compliance with these insurance requirements shall be in the form of a certificate of insurance that shall be submitted with the application. Such insurance certificate shall not be cancellable without prior written notice to the City; and

- G. Signatures of applicant, individually and/or by its members and officers, and any agents or employees of the applicant who will be involved in the applied-for mobile food vending certifying that all of the information provided in the application is true and correct.

22-294 - Fee.

All applications for mobile food vending registration certificates shall be accompanied by a non-refundable registration fee as fixed in section 34-22.

22-295 - Certificate of registration.

If the facts stated in the application are satisfactory and the requirements of this Chapter are met, the City Clerk may issue a mobile food vending certificate of registration to the applicant. The issuance of a certificate of registration shall not constitute approval of the business or activity or otherwise prohibit enforcement of this Chapter or any other applicable laws, city code provisions, rules or regulations. Vendor shall possess all applicable health and safety licenses, food handling licenses or the like as required by local, state, and federal laws, rules, or regulations.

22-296 - Operating conditions.

All mobile food vending registration certificates shall be subject to compliance with the following conditions:

- A. **Location.** Mobile Food Vendors may vend on property within the City subject to the following:
1. Mobile food vendors may vend on property in the following zoning classifications:
C-1, C-2, C-3. C-4, P, C-O, I-1, I-2 and MU.
 2. Mobile food vendors may not be located on property where the Unit or a line of customers would (1) hinder the flow of traffic on any street, (2) hinder the flow of bicycles within any bike lane or route, (3) hinder the flow of pedestrians along any sidewalks, (4) block or reduce to less than five feet in width any accessible route to persons with disabilities, (5) block, hinder, or obstruct the vehicular flow within any parking lot, or (6) block or obstruct access to any driveway or access point to any property;
 3. No more than three (3) mobile food units may locate on any zoning lot at any given time except as part of a City Approved Event;
 4. Mobile food vendors shall not locate on any City or public

property without first securing approval from the city manager;

5. Mobile food vendors shall not locate within 500 feet of an otherwise Approved City Event.
6. Every Unit shall be stationary while vending; and
7. Whenever any vehicle is used for mobile food vending upon a street, alley, sidewalk or other public right-of-way within the City, the transaction shall occur on the right side of any such vehicle with the right wheels of the vehicle located next to the curb and the Unit shall not locate within one hundred (100) feet of any public street intersection.

- B. **Written Permission of Property Owner.** All mobile food vendors operating on private property shall acquire and maintain the written permission of the property owner for the use of and location of the Unit on said property. Written permission of the property owner shall be kept in the Unit and produced upon request by the Chief of Police or designee or other public officer charged by the City Manager with enforcement of this Chapter.
- C. **Hours of Operation.** Mobile food vendors are prohibited from offering for sale any food or beverage outside the hours of 6:00 a.m. to 11:00 p.m. Mobile food vendors are prohibited at all times from selling or offering for sale alcoholic beverages, cereal malt beverages, or tobacco products without first being properly licensed pursuant to any applicable federal, state or local laws.
- D. **Lights.** In accordance with the City Zoning Regulations, no flashing lights or attention attracting devices are permitted on or in association with the use of the Mobile Food Unit. No direct light from a Mobile Food Unit may be shined on adjacent property or cause a glare or distraction for vehicles, bicycles, or pedestrians.
- E. **Signs.** Signage mounted on a Mobile Food Unit shall not exceed the dimensions of the Unit. A maximum of one (1) detached "A" frame sign may be permitted with a maximum area of eight (8) square feet and a maximum height of four (4) feet. "A" frame signs must be located within fifteen (15) feet of the associated Unit and may not interfere with vehicle access, pedestrian movement, or handicap-accessible routes to and around the Unit.
- F. **Trash and Site Cleanup.** All Mobile Food Vendors shall ensure that a trash receptacle shall be provided with each Mobile Food Unit. Such receptacle must be attached to the Unit or located within fifteen (15) feet

of the Unit and cannot interfere with vehicle access, pedestrian movement or handicap-accessible routes to and around the Unit. Immediately upon the cessation of vending, the Mobile Food Vendor shall remove and properly dispose of all trash and litter accumulated at the vending site.

- G. **Licenses and Permits.** All mobile food vendors shall acquire and maintain all required licenses and permits applicable to the use and operation of Mobile Food Units from all applicable jurisdictions. Evidence of such licenses and/or permits shall be kept in the Unit and produced upon request by the Chief of Police or designee or other public officer charged by the City Manager with enforcement of this Chapter.

22-297 - Term and transferability.

Certificates of registration issued under this Chapter are available for periods of one week, one month, six months or annual. Such certificates may not be transferred.

22-298 - Parking to dispense products in public rights-of-way.

It is unlawful for the operator of any mobile food unit to stop, stand or park such vehicle in any street, alley, or sidewalk or other public right-of-way for the purpose of mobile food vending, so as to obstruct the free flow of vehicular traffic; except that an operator may temporarily stop, stand or park such vehicle with its right wheels next to the curb for a period of time not to exceed five minutes at any one location, other than upon or along an arterial or collector street for the purpose of mobile food vending.

22-299 - Sound devices.

The production of amplified music or chimes from a mobile food unit is allowed between the hours of 10:00 AM and 8:30 PM provided that the sound from the amplified music or chimes is inaudible at any distance greater than three hundred (300) feet from the vehicle.

22-300 - Exemption.

The provisions of this Chapter shall not apply to the following activities:

- The sale of farm or garden products or fruits grown by the seller or his or her employer;
- Vendors selling as part of a City Approved Event or recognized Farmers Market; and
- Individuals providing catering services to a private event and not open for the sale of food and/or beverage to the general public.

22-301 - Posting.

Any person registered under this Chapter must keep their certificate of registration posted in a conspicuous place inside the vehicle used for mobile food vending. Such certificate must be current and may be used only by the registered person.

22-302 - Penalty for violation.

Penalty for any person or entity in violation of this Code shall be as set forth in Sec. 1-7.

Section 4. All other ordinances or parts of other ordinances in conflict herewith are repealed. However, any section of an existing ordinance not in conflict herewith is not repealed and remains in full force and effect.

Section 5. This Ordinance shall take effect and be in force from and after publication in the official city newspaper.

ADOPTED this 20th day of July, 2020.

(SEAL)

Phillip R. Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager



PO BOX 646
Winfield, KS 67156
Phone 221-5500
www.winfieldks.org

Application for Mobile Food Vending Registration

APPLICANT INFORMATION

Name of Owner/Operator (primary contact)

Permanent Address

Name of Business (DBA)

Mailing Address (if different from Permanent Address)

(_____) _____
Business Phone #

(_____) _____
Alternate Phone #

E-mail Address

- ☐ Yes ☐ No Have you ever had a mobile vending registration or other similar license or registration revoked or suspended under the Winfield Municipal Code or the ordinances of the City of Winfield or any other city? (If "yes," provide the date and grounds for each revocation or suspension, and the name and location of the licensing jurisdiction on the back of this application).

VEHICLE INFORMATION

Vehicle Type: _____

Vehicle Make: _____

Vehicle Registration Number (license plate #): _____

Registered Owner: _____

The Following Required Information and Fee is Provided:

- ☐ Copy of valid driver's license (applicant and any employees operating the identified vehicle)
- ☐ Proof of general liability insurance in the amount of \$500,000 combined, single limit for bodily and property damage, each occurrence and \$1,000,000 in the general aggregate.
- ☐ Payment of the appropriate fee for the below specified registration period (select one):
- | | |
|--|-----------------------|
| <input type="checkbox"/> One Week – \$25.00 | Beginning Date: _____ |
| <input type="checkbox"/> One Month – \$50.00 | Beginning Date: _____ |
| <input type="checkbox"/> Six Months – \$200.00 | Beginning Date: _____ |
| <input type="checkbox"/> Annual --\$400.00 | Beginning Date: _____ |

I have read a copy of Chapter 22 Article X "Mobile Food Vending" of the Municipal Code of the City of Winfield, Kansas, and all requirements therein have been met. I understand that any misrepresentation or false statement in the above answers may constitute cause for denial or revocation of a certificate of registration. Fees paid for processing this application are not refundable in the event a certificate of registration is denied or revoked. Further, I understand and agree that registration will not be used or represented in any way as an endorsement of the applicant by the City of Winfield, Kansas or by any department, officer, or elected or appointed official of the City.

Applicant's Name (Printed)

Applicant's Signature

Date

OFFICE USE ONLY

The information provided on this application and attached hereto is found to be complete and satisfactory in accordance with the requirements of Chapter 22, Article X of the Winfield Municipal Code and a certificate of registration may hereby be issued.

City Clerk or Designee

Date



Request for Commission Action

Date: July 17, 2020

Requestor: Gary Mangus, Assistant to the City Manager

A handwritten signature in dark ink, appearing to read "GM", is placed to the right of the Requestor's name.

Action Requested: Consider on 7/20/20 Commission agenda

Analysis: Aging Projects Inc. has provided meals for the homebound and meals served through the Winfield Senior Center since April 1974. The current Facilities Agreement for use of dining area, kitchen, and office space located in the Community Center at Baden Square terminates September 30, 2020.

The proposed agreement term is October 2020-December 2023 with an option to renew for an additional three (3) one-year periods.

Fiscal Impact: The Friendship Meals program is funded by contract with the South-Central Kansas Area Agency on Aging and participant contributions. No rental fee has been exchanged between the City and API in my history with this agreement.

Attachments: Proposed Resolution, October 2020-December 2023 Facilities Agreement



COMMUNITY CENTER FACILITIES AGREEMENT

This FACILITIES AGREEMENT made and entered into this 9th day of ~~June~~ ^{July}, 2020, by and between the CITY OF WINFIELD, KANSAS, hereinafter referred to as "CITY", and AGING PROJECTS, INC., hereinafter referred to as "API".

WHEREAS, CITY is the owner of the Community Center located at Baden Square, 700 Gary Street, Winfield, Kansas; and,

WHEREAS, a portion of the Community Center has been equipped and designated for use by Senior Citizens, age sixty years and older, and other uses; and,

WHEREAS, API sponsors Friendship Meals and other programs for the elderly; and,

WHEREAS, the parties desire to execute a non-exclusive facilities agreement as set forth herein.

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

1. CITY hereby lets and leases to API the real property known as Community Center Suite D, 700 Gary Street, Baden Square, Winfield, Kansas, based on the terms and conditions set forth herein.
2. It is agreed by the parties that the facility is to be used by API for sponsorship and operation of Friendship Meals and other programs for the elderly between the hours of 7:30 a.m. and 2:00 p.m., Monday through Friday, except recognized API holidays. It is specifically agreed, however, that API shall also have the right to be in the premises for reasonable periods of time both before and after the above-stated times for the purpose of organizing, preparing, cleaning up, and other such activities related to its use of the premises under this facilities agreement.
3. It is agreed and understood that CITY shall be entitled to use the premises and facilities to promote Senior Citizens activities and programs. API has the exclusive right to use the premises during the times provided for in paragraph 2 above, and that CITY's right to use the premises shall be at other times so as not to interfere with API's rights under the terms of this agreement. It is further agreed and understood that the kitchen appliances and equipment therein, and adjoining office/food storage room in the premises shall be under the sole and exclusive control of API and shall not be used by any person, group or organization, including CITY, without the consent of API.
4. Dining tables and chairs are owned by API but may be used by other groups providing the dining room and this furniture are left in a clean condition.

COMMUNITY CENTER
FACILITIES AGREEMENT

5. CITY shall pay for utilities associated with the facility.
6. It is agreed and understood that API has purchased and installed, with CITY's permission, certain kitchen appliances, equipment and facilities which will remain the sole and exclusive property of API and upon termination of this agreement, shall not be deemed to be fixtures. At the end of the term of the agreement or at some other mutually agreeable time, API shall have the absolute and unrestricted right to remove and take said appliances, equipment and facilities from the kitchen; provided that in the event of such removal, any damages or alterations to the premises caused by such removal shall be promptly repaired by API.
7. API shall be responsible for all supervision, labor, food, supplies, cleanup, and all other matters related to the preparation and serving of Friendship Meals. API shall also be responsible for all maintenance, repair and replacement of all equipment and appliances purchased and used by it on the premises. CITY shall provide for the exterior maintenance of the building and shall keep all other areas and equipment in the above described premises in good repair.
8. Any disputes concerning the terms and conditions of this Facilities Agreement or the premises or inquiries about services on said premises shall be directed to the City Manager's Office and CITY shall direct any of its disputes or inquiries concerning Friendship Meals, to the director of API.
9. API and CITY each waive and release any and all claims, demands or causes of action which either might otherwise have against the other for damages to or loss of property owned by the other located in or upon the premises arising from perils ordinarily insured against under standard fire and extended coverage insurance policies issued in the State of Kansas, whether such damage or loss is occasioned by the negligence of API and/or CITY and their respective agents, servants and employees. Any policy of insurance written to insure the property of either API or CITY against such perils shall contain a provision, by endorsement or otherwise, whereby the insurance carrier issuing the same shall acknowledge that API and CITY have so waived and released their right of recovery against the other, and each policy shall waive the right of subrogation which the insurance carrier might have otherwise had against the respective party, all without impairment or invalidation of the insurance contract.
10. API 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 API, its officers, employees, agents, subcontractor, lessees, or licensees, arising out of the use of the designated facility.

COMMUNITY CENTER
FACILITIES AGREEMENT

11. CITY shall provide fire and extended coverage benefits for the building and the contents owned by CITY and commercial general liability for CITY. API agrees to obtain and maintain commercial general liability insurance with limits not less than \$1,000,000.00 each occurrence, \$1,000,000.00 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 API general liability policy. API shall keep on file with the Clerk of CITY a certificate of insurance that shows compliance with its obligations as set forth herein.
12. API 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 other entity.
13. API shall not lease or sublet the premises nor assign this agreement without the written consent of CITY, provided however, CITY shall not unreasonably withhold such consent.
14. The parties shall not discriminate against anyone based on race, color, sex, national origin or handicap.
15. Upon termination of this agreement, API will, within a reasonable time vacate said premises and deliver the same to CITY in as good a condition as they are now, reasonable wear and tear and damage by the elements excepted; provided, however, nothing herein shall in anyway affect API's rights provided for in paragraph 6 above.
16. It is agreed that API shall not make any alterations to the structural portion of the facility or make any alterations to the interior of the building without the written consent of CITY.
17. Should the premises or some part thereof be condemned or damaged or injured by fire or other casualty so that it is unusable by API for the operations contemplated by it, CITY will, at CITY's option, rebuild or repair the premises within a reasonable time. If CITY does not do so, this agreement shall terminate.
18. API agrees to observe and comply with all laws, regulations, rules, orders and ordinances pertaining to its possession, use and occupancy of the 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 non-compliance therewith. Food preparation and health code certificates will be kept current and posted as required.



COMMUNITY CENTER
FACILITIES AGREEMENT

19. Unless sooner terminated pursuant to the provisions herein set forth, the term of this Facilities Agreement shall be from the date of execution to December 31, 2023.
20. API shall have the option to renew this agreement for an additional three (3) one-year periods by written notice to CITY on or before June 1st prior to the option years. The exact terms and conditions for the renewal shall be renegotiated at the time the options are exercised.

THE CITY OF WINFIELD, KANSAS

Taggart Wall, City Manager

AGING PROJECTS INC.


Rozie O'Brien, Executive Director
112 West Sherman St.
Hutchinson, KS 67501-5450
620-669-8202
api@kscable.com

WINFIELD FRIENDSHIP MEALS


Nutrition Center Council President


Nutrition Center Manager

A RESOLUTION

AUTHORIZING and directing the City Manager of the City of Winfield, Kansas to execute a facilities agreement between the City of Winfield and Aging Projects, Inc., Hutchinson, Kansas, regarding the lease of the Senior Center.

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 facilities agreement between the City of Winfield, Kansas, and Aging Projects Inc., Hutchinson, Kansas, regarding the lease of Suite D of the Community Center, 700 Gary, Baden Square, a/k/a the Senior Center; 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 20th day of July 2020.

(SEAL)

Phillip R. Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager



Request for Commission Action

Date: July 13, 2020

Requestor: Gary Mangus, Assistant to the City Manager

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

Action Requested: July 20, 2020, Commission Agenda-Consider Outdoor Community Event & Temporary Entertainment District application from Arkansas City Area Arts Council Inc. (Casey Donahew Concert)

Analysis: Arkansas City Area Arts Council Inc. requests a change of venue from the Burford Theatre to Island Park Performance Stage for the Casey Donahew concert, 7:00 pm to 11:30 pm, on July 31, 2020. The application requests the sale, possession, and consumption of alcohol or cereal malt beverage during the event. Arkansas City Area Arts Council Inc. is a Caterer licensed by the Kansas Department of Revenue, Alcoholic Beverage Control Division, and the City of Winfield, thus a separate Temporary Alcohol Permit is not required. Covid-19 guidelines in effect on that date will be observed.

Fiscal Impact: Burford staff have/will be on site for observation during upcoming Duck Jam concerts. Requests from the City include those items already on site for the Duck Jam, including, fencing, signage, and barricades. WPD will have a paid presence, along with additional Burford security team members.

Attachments: Proposed Resolution, OCE & TED Application



Outdoor Community Event and Temporary Entertainment District Application

Applications and any applicable fees must be submitted to:
Winfield City Clerk | 200 E. 9th Avenue | Winfield, KS 67156
620-221-5500 or (Fax) 620-221-5593 or cityclerk@winfieldks.org

Complete Outdoor Community Event Applications must be submitted **at least 30 days** prior to the proposed date of the event

The City of Winfield defines an Outdoor Community Event as follows:

- Outdoor event on public property organized for a particular and limited purpose and time. Such events shall include, but not be limited to fun runs, roadway foot races, fundraising walks, bikeathons, motor vehicle events, bike races, carnivals, festivals, cookouts, block parties, community celebrations, shows, exhibitions, circuses, fairs and temporary entertainment districts. Such term shall also include parades when held in conjunction with a community event as defined by this section, which event is sponsored or conducted by the same applicant. Such term shall not include events occurring solely on sidewalks or public rights of way immediately adjacent to public streets that do not require the closing of the sidewalk or public way.

The City of Winfield defines a Temporary Entertainment District as follows:

- A defined area, which includes City streets, alleys, parking lots and public sidewalks on which the City Commission has authorized the sale, possession or consumption of alcoholic liquor or cereal malt beverage for a specified period of time, during a Community Event which has been properly permitted.

General Information:

It is the purpose of this application to establish a process for permitting community events to use City streets, sidewalks, parks and alleys. It is unlawful for any person to conduct a community event without a community event permit. Any information required by the application must be complete upon submittal. Incomplete applications may be denied. The City of Winfield may refuse any application received less than 30 days before the event or lacking requested information. When received, an application is subject to approval of all departments involved and will be required to provide the following:

- The Winfield Police Department, the Winfield Fire Department and authorized representatives of such departments shall be responsible for the enforcement of all provisions of this application.
- No fee shall be charged for the application or permit for a Community Event itself.
- The issuance of a Community Event permit shall not negate the responsibility of the permit holder to acquire all other necessary and applicable licenses or permits which may be required for the event or pay any additional fees.
- Street closure request made to the City of Winfield.
- Certificate of General Liability Insurance naming the City of Winfield as additionally insured, *if applicable*.
- Security requirements including hiring of certified law enforcement officers.
- All Food/Beverage/Concessionaire/Amusement vendors list including contact person, contact information, and permits/licenses, as necessary.
- Outdoor Community Events shall cease between the hours of 11:00 p.m. and 8:00 a.m., Sunday through Thursday and midnight to 8:00 a.m. on Friday and Saturday.
- A detailed Security Plan will be required and approved by Winfield Chief of Police. Extraordinary Police/Fire services will be billed directly to the permit holder and will be the permit holder's responsibility.



Outdoor Community Event and Temporary Entertainment District Application

APPLICANT INFORMATION

Organization:

Arkansas Burford Theatre Arts

Contact Name:

Shannon Martin

Email:

director@burfordtheatre.com

Telephone:

620-886-1703

Address:

118 S. Summit

City/State/Zip:

Arkansas City, KS 67025

EVENT INFORMATION

Event Title:

Casey Donahew Concert

Event Date:

July 31

Event Type:

Concert

Event Time (setup & teardown):

2pm - 11:30pm

Public Property Needed:

Island Park

Street Closure Requested? Yes ☐ or No ☒

If yes, provide map of event identifying any and all street closures and placement of barricades; with type of barricades to be used

Has written approval been received by appropriate authorities (KDOT) for closure of any State Highway (Main Street or 9th Avenue)? Yes ☐ or No ☐ if yes, attach copy

Date(s)/Time of Street Closures (or attached information):

Site Plan Required: The plan defines the placement of fencing, tables, water supply, toilet/lavatory facilities, lighting, stages, temporary power needs, parking plans, sound plan, traffic control, temporary seating, tents or canopies, amusement or inflatable rides, barricade type/location, enter/exit locations, trash, signage, all streets being closed, etc. Parade or motor events require a map or diagram of the route to be traveled w/ starting and ending points identified; use of all or a portion of the street; approximate number, type, and description of persons, animals, and vehicles, as well as information above.

Will admission be charged? Yes ☒ or No ☐

Is this event a fundraiser? Yes ☐ or No ☒

Estimated Attendance: (maximum):

600

Number of participants in previous years:

600

Please provide fliers, brochures, or website/Facebook posts describing the event.

GENERAL LIABILITY INSURANCE INFORMATION

Comprehensive liability insurance (CGL) is a broad policy that protects the organization from liability claims related to products coverage, completed operations coverage, premise and operations coverage, and independent contractors' coverage; also called commercial general liability insurance. Proof of insurance



Outdoor Community Event and Temporary Entertainment District Application

may need be submitted to the City prior to approval of this application if any of the following activities are a part of the event; including but not limited to paid admissions, spectators, fairs & festivals, fireworks, concerts, carnivals, exhibitions, fundraisers, rides & attractions, racing events, religious ceremonies, running events, sporting events, animals, airsoft or paintball gun usage, construction exposures, inflatables (bounce houses), trampolines, water rides or water slides, bb/pellet guns, re-enactment weapons, archery, bonfires or open pit fires, food trucks/vendors, cereal malt beverage/liquor liability.

If required, the Applicant will procure and maintain during the term of the event a policy of insurance which provides general liability coverage in an amount not less than \$ 1,000,000 General Aggregate, \$ 1,000,000 Products Aggregate, \$ 500,000, Each Occurrence, \$ 500,000 Personal/Adv Injury, and \$ 100,000 Fire Damage, with the City of Winfield KS, its officers and agents, named additional insured's.

Has a prior insurance provider canceled or refused to renew your policy? Yes ☐ or No ☐

ALCOHOLIC LIQUOR OR CMB INFORMATION

Will Alcoholic Liquor or CMB be sold and/or served? Yes ☒ or No ☐ If yes, complete the following

If Yes, is there a Liquor Liability Policy In-Force? Yes ☒ or No ☐

Is the Applicant Named as an Additional Insured? Yes ☒ or No ☐

On-Site Supervisor Name:

Shannon Marth

Email:

director@burfordtheatre.com

Telephone:

620-886-1703 cell

Address:

118 S. Summit

City/State/Zip:

Ark City, KS 67025

Possession, sale and/or consumption of Alcoholic Liquor or CMB: A Catered Licensed Event, Temporary license or a Temporary Permit MUST be approved by the Kansas Division of Alcoholic Beverage Control (ABC) and the Winfield City Commission. Regular City Commission meetings are held the 1st and 3rd Mondays of each month.

FOOD INFORMATION

Will food be sold and/or served? Yes ☒ or No ☐ If yes, complete the following

Who is Providing the Food and/or Drink?

Grouse Valley Grill

If Other than the Applicant, is a Certificate of Insurance Provided? Yes ☒ or No ☐

If Other than the Applicant, is Applicant Named as Additional Insured? Yes ☒ or No ☐

On-Site Supervisor Name:

Wanda Waldeck

Email:

wleejack@hotmail.com

Telephone:

620-218-1111

Address:

City/State/Zip:

Dexter, KS 67038



**Outdoor Community Event
and
Temporary Entertainment District Application**

I, Shannon Martin, the above named applicant, have read the contents of this application and that all information and answers herein contained are completed and true. In addition, I have read and understand all rules and regulations as set out in the Code of the City of Winfield. Furthermore, I hereby agree to comply with all of the laws of the State of Kansas, and all rules and regulations prescribed by the City of Winfield and I have consent to the immediate revocation of my license, by the proper officials, for any violation of such laws, rules, or regulations.

Shannon Martin 7-9-20
Signature of Event Applicant Date

APPLICATION APPROVAL

Winfield City Manager Date

Request @ least two police
We will hire additional security.
Would need whitefencing, signage
from Duck Jam, road blocks (baricades).

We have secured portapots.
Will have 1 food stand and 3
beer only stands.



Island Park - 200 Main St

31 July 2020
Casey Donahew
Concert



N



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/09/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Rhonda Pike
United Agency	PHONE (A/C, No, Ext): (620) 442-0400
726 N Summit	FAX (A/C, No): (620) 442-3342
	E-MAIL ADDRESS: rpik@unitedagencyks.com
Arkansas City	INSURER(S) AFFORDING COVERAGE
KS 67005	INSURER A: EMC Property & Casualty
	NAIC # 25186
INSURED	INSURER B:
ARKANSAS CITY AREA ARTS COUNCIL INC	INSURER C:
112 S SUMMIT ST	INSURER D:
	INSURER E:
ARKANSAS CITY	INSURER F:
KS 67005-2625	

COVERAGES

CERTIFICATE NUMBER: CL207900619

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3D19179	11/21/2019	11/21/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Winfield
200 E. 9th

Winfield

KS 67156

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**Kansas Alcoholic Beverage Control Division
Liquor License**

Caterer

OWNER NAME: Arkansas City Area Arts Council Inc.
DBA: Ark City Arts / Burford Theater
ADDRESS: 110 S Summit Street
Arkansas City, KS 67005

LICENSE NO: 6902

The licensee named above has been granted a liquor license by the Kansas Department of Revenue, Alcoholic Beverage Control Division. This license is neither transferable nor assignable and is subject to suspension or revocation.

PRIVILEGES:


Allows the licensee to sell and serve alcoholic liquor for consumption on unlicensed premises and other activities as authorized by K.S.A. 41-2643.

AGREEMENT:

By accepting this license, the licensee agrees to conduct business in compliance with all applicable federal, state, county and city statutes and regulations.

Debbi Beavers

Debbi Beavers
Director, Alcoholic Beverage Control


Department of Revenue
Alcoholic Beverage Control

Mark A. Burghart

Mark A. Burghart
Secretary of Revenue

EFFECTIVE: 08/28/2019

EXPIRES: 08/27/2021

THIS LICENSE MUST BE FRAMED AND POSTED ON THE PREMISES IN A CONSPICUOUS PLACE

IMPORTANT INFORMATION

Contact the ABC Licensing Unit at 785-296-7015 or email Kdor_abc.licensing@ks.gov if you have any:

- questions regarding this license
- changes to your business name, location, ownership or officers
- questions about filing gallonage tax, if applicable

Contact your local ABC Enforcement Agent at 785-296-7015 or visit our website at <http://www.ksrevenue.org/abccontact.html>

Contact the Miscellaneous Tax Segment at 785-368-8222 or email Kdor_miscellaneous.tax@ks.gov if you:

- need assistance with liquor drink or liquor enforcement taxes
- have questions about liquor drink tax bonds, bond relief or bond release

CLOSING YOUR BUSINESS

If you are closing your business, you must surrender your liquor license and complete the information on the back of the license

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

CITY OF WINFIELD, KANSAS CATERING LICENSE

License is hereby granted for the applicant named below to operate a Catering Business in the City of Winfield, County of Cowley, Kansas. This license is neither transferable nor assignable, nor will any refund of the fee be allowed thereon, and is valid from 12:01 a.m. August 28, 2019 until 12:00 midnight August 27, 2021, unless surrendered or revoked.

Arkansas City Area Arts Council Inc.
Ark City Arts/Burford Theater
110 S Summit Street
Arkansas City, Kansas 2021

Witness my hand and the Corporate Seal of said City this 9th day of July, 2020.

(Seal)



Brenda Peters
Brenda Peters, City Clerk

LIQUOR DRINK TAX REGISTRATION CERTIFICATE



Arkansas City Area Arts Council Inc
Ark City Arts
110 S Summit St
Arkansas City, KS 67005-2625

Tax Account Number: 021-XXXXX5796F-01

Inception Date: 08/28/2017

Filing Frequency: Monthly

This Registration Certificate is valid until canceled and is not transferable.



GROUVAL-01

ARENN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Renn and Company, Inc PO Box 40 Wellington, KS 67152	CONTACT NAME: PHONE (A/C, No, Ext): (620) 326-2271 FAX (A/C, No): (620) 326-7320 E-MAIL ADDRESS:														
INSURED Grouse Valley Grill & Grocery LLC 501 Hwy K15 Dexter, KS 67038	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : State Auto Insurance</td><td></td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : State Auto Insurance		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES

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REVISION NUMBER:

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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		10001898CB	7/14/2020	7/14/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
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	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Burford Theatre
118 S. Summit
Arkansas City, KS 67005

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Casey Donahew at Winfield, KS

Friday July 31, 2020 @ 8:00PM

The Casey Donahew rescheduled show will be held at Island Park in V. This will be Casey's first full band show in several months so expect a Rain or shine - there will be plenty of room to social distance! Beer and will be set up around the park.

BURFORD THEATRE

118 S. Summit
Arkansas City, KS

TYPE

QTY

PRICE

Floor General Admission - Standing - Adult

Bring a chair or sit in the grass! Lots of room to social distance! \$40 at the gate.

0

\$35.00

DELIVERY OPTION

TOTAL

A RESOLUTION

AUTHORIZING an Outdoor Community Event and Temporary Entertainment District Application (Arkansas City Area Arts Council Inc.)

WHEREAS, Arkansas City Area Arts Council Inc. has made application for an Outdoor Community Event and Temporary Entertainment District; and

WHEREAS, Arkansas City Area Arts Council Inc. requests the sale, possession, and consumption of alcoholic liquor or cereal malt beverage on city streets, alleys, parking lots, and public sidewalks during the Casey Donahew outdoor concert, a special event, from 7:00 pm to 11:30 pm, on July 31, 2020, in Island Park.

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

Section 1. Within Section 6-120 of Article IV of Section 6 of the Code of the City of Winfield, Kansas, "Temporary Entertainment District" means a defined area, which includes City streets, alleys, parking lots and public sidewalks on which the City Commission has authorized the sale, possession or consumption of alcoholic liquor or cereal malt beverage for a specified period of time, during a community event which has been properly permitted under Chapter 8 of this Code.

Section 2. A Special Event is defined by K.S.A 41.719(a)(2). Alcoholic liquor may be consumed at a special event held on public streets, alleys, roads, sidewalks, or highways when a temporary permit has been issued pursuant to K.S.A 41-2645 for such special event. Such special event must be approved, by ordinance or resolution, by the local governing body of any city, county, or township where such special event is being held. No alcoholic liquor may be consumed inside vehicles while on public streets, alleys, roads, or highways at any such special event.

Section 3. Arkansas City Area Arts Council Inc. is a Caterer licensed by the Kansas Department of Revenue, Alcoholic Beverage Control Division, and the City of Winfield. A "caterer" means an individual, partnership or corporation which sells alcoholic liquor by the individual drink, and provides services related thereto, on unlicensed premises which may be open to the public but does not include a holder of a temporary permit. [Subsection (c) of K.S.A 41-2601]. Kansas Department of Revenue, Alcoholic Beverage Control Division granted Arkansas City Area Arts Council Inc. liquor license #-690 2, attached and made a part hereof, effective 08/28/2019 and expiring 08/27/2021. Arkansas City Area Arts Council Inc. will notify the Alcoholic Beverage Control Division Director by electronic notification of its intent to sell and serve alcoholic liquor by individual drink at least 48 hours prior to the event. A separate Temporary Alcohol Permit is not required of Arkansas City Area Arts Council Inc.

Section 4. The governing body of the city of Winfield Kansas hereby authorizes an Outdoor Community Event and Temporary Entertainment District Application in accordance with the rules and procedures set forth by Article IV of Section 6 of the Code of the City of Winfield, Kansas, regarding the sale, possession or consumption of alcoholic liquor or cereal malt beverage as presented by the Arkansas City Area Arts Council Inc for the Casey Donahew outdoor concert, a special event, from 7:00 pm to 11:30 pm , on July 31, 2020, in Island Park, Winfield Kansas, as identified in the Outdoor Community Event and Temporary Entertainment District Application; a copy of which is attached hereto and made a part hereof.

Section 5. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 20th day of July 2020.

(SEAL)

Phillip R. Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission Action: _____
Taggart Wall, City Manager

Bill No. _____

Resolution No. _____

A RESOLUTION

AUTHORIZING an Outdoor Community Event and Temporary Entertainment District Application (Arkansas City Area Arts Council Inc.)

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Approved as to form: _____
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Taggart Wall, City Manager