

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, November 16, 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, November 02, 2020

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 2087 – A Resolution – Authorizing the offering for sale of General Obligation Bonds, Series 2020-B, of the City of Winfield, Kansas.

Bill No. 2088 – 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 the Southeast Quarter of Section 7, Township 33 South of Range 4 East of the 6th P.M., Cowley County, Kansas. (Peil)

Bill No. 2089 – A Resolution – Authorizing the City of Winfield, Kansas to amend the terms and conditions of an existing “Recycle Center” lease agreement, pursuant to an existing Interlocal Agreement authorized under K.S.A. 12-2901 et seq. in conjunction with the City of Arkansas City, Kansas, to own and operate a joint Recyclables Materials Collection and Processing Center, located at Strother Field Airport & Industrial Park.

OTHER BUSINESS

-Consider the proposal from Kyle Cooley, dba C & C Cattle Co, regarding a Hay Management Agreement on City of Winfield owned land at the City Lake.

-Consider the proposal from Bryan Davis MD regarding a Cash Farm Lease Agreement on City of Winfield owned land at US77 & Country Club Rd.

-Consider Winfield PD Patrol Vehicle bids for 2021

ADJOURNMENT

-Next Commission work session 4:00 Tuesday December 3, 2020.
-Next regular meeting 5:30 p.m. Monday, December 07, 2020.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
November 2, 2020

The Board of City Commissioners met in regular session, Monday, November 02, 2020 at 5:30 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. Other staff members present were Gary Mangus, Assistant to the City Manager; and Gus Collins, Director of Utilities.

City Clerk Peters called roll.

Commissioner Thompson moved that the minutes of the October 19, 2020 meeting be approved. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

PUBLIC HEARING

-Consider the proposed 2021-2023 Neighborhood Revitalization Plan. Mayor Jarvis opened a public hearing, with no one present to comment, Mayor Jarvis closed the public hearing.

NEW BUSINESS

Bill No. 2085 – An Ordinance – Adopting a Neighborhood Revitalization Plan and designating Revitalization Areas, all as provided for in K.S.A. 12-17,114 et seq., Neighborhood Revitalization Act. Assistant to the City Manager Mangus explains this Ordinance will adopt the 2021-2023 Neighborhood Revitalization Plan. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 2085 was adopted and numbered Ordinance No. 4141.

Bill No. 2086 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an Interlocal Agreement between the City of Winfield, Cowley County, Unified School District #465, and Cowley College, providing for the adoption of a plan pursuant to the Neighborhood Revitalization Act, K.S.A. 12-17,114 et seq. Assistant to the City Manager Mangus explains this Resolution will allow the City to execute an Interlocal Agreement between the City of Winfield, Cowley County, Unified School District #465, and Cowley College for participation in the Neighborhood Revitalization Plan. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 2086 was adopted and numbered Resolution No. 6720.

OTHER BUSINESS

-Consider Quail Ridge Golf Course irrigation control system quotes. Assistant to the City Manager Mangus explains that staff is recommending replacing the current central controller and satellites with the Rain Bird Stratus, LT central controller and SAT LINK satellites. Commissioner Hutto made a motion to approve staff's recommendation of the purchase of Rain Bird Stratus, LT central controller and SAT LINK satellites from TurfWerks for \$119,510.62.

Motion was seconded by Commissioner Thompson. With all Commissioners voting aye, motion carried.

- Consider quotes for a Risk and Resilience Assessment for the City of Winfield's water utility. Director of Utilities Collins recommends awarding contract to Municipal H2O to perform this assessment. Commissioner Thompson made a motion to approve awarding the contract to Municipal H2O in the amount of \$22,500. Motion was seconded by Commissioner Hutto. With all Commissioners voting aye, motion carried.
- City Manager Wall gave an update on the Mask Mandate.

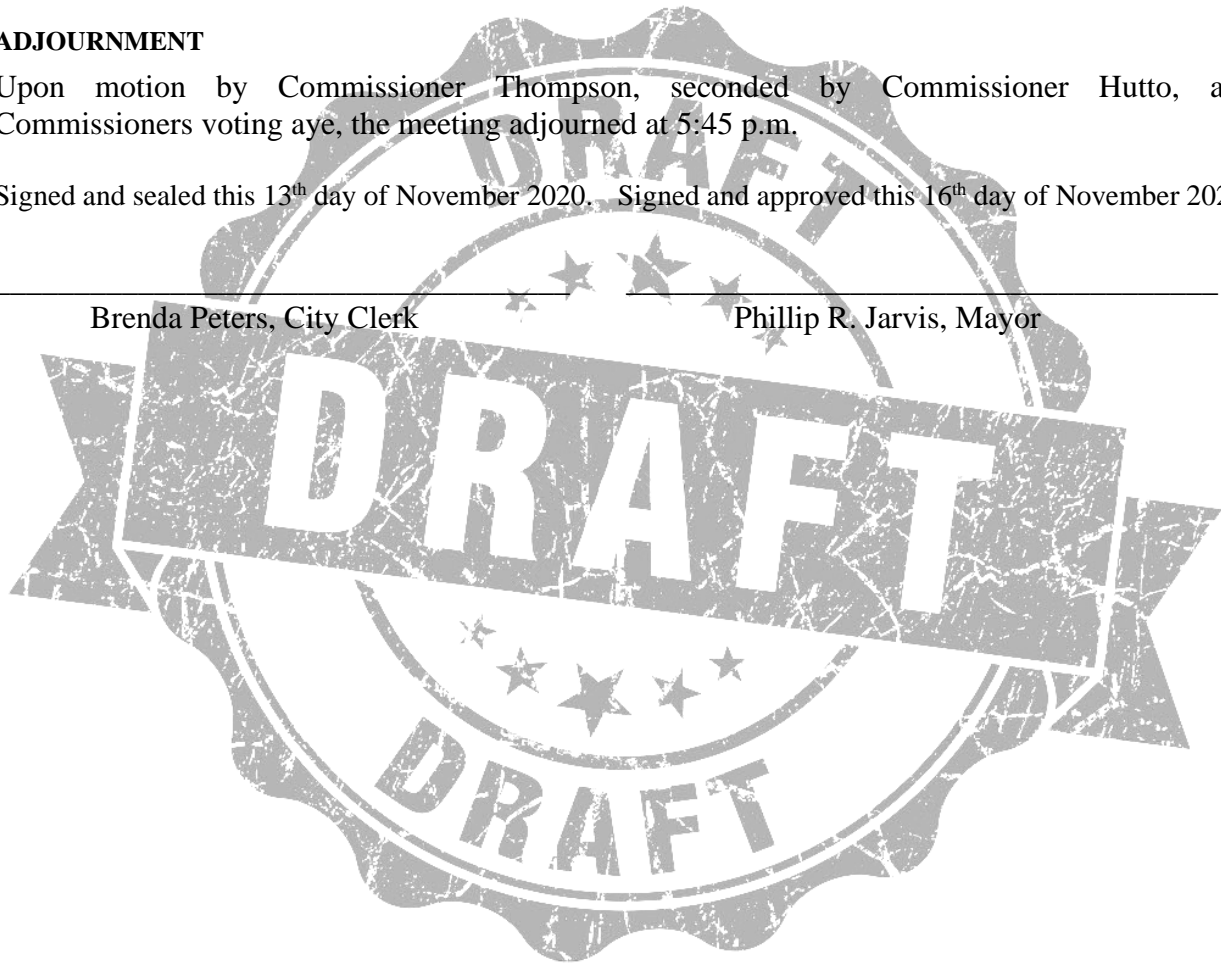
ADJOURNMENT

Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, the meeting adjourned at 5:45 p.m.

Signed and sealed this 13th day of November 2020. Signed and approved this 16th day of November 2020.

Brenda Peters, City Clerk

Phillip R. Jarvis, Mayor



BILL NO. 2087

RESOLUTION NO. 6820

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS, SERIES 2020-B, OF THE CITY OF WINFIELD, KANSAS.

WHEREAS, the City of Winfield, Kansas (the “Issuer”), has previously authorized certain improvements described as follows (collectively the “Improvements”):

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
Stonebrook Addition – Water Main Improvements – Phase 1	Res. 5418	12-6a01 <i>et seq.</i>	\$ 38,339.57
Stonebrook Addition – Sanitary Sewer Improvements – Phase 1	Res. 5518	12-6a01 <i>et seq.</i>	51,348.03
Stonebrook Addition – Paving, Grading and Storm Sewer Improvements – Phase 1	Res. 5618	12-6a01 <i>et seq.</i>	168,649.18
Electric Transmission Project	Res. 6020	14-570 <i>et seq.</i> / Charter 39	10,000,000.00
East 9th Street Reconstruction	Res. 6020	14-570 <i>et seq.</i> / Charter 39	<u>500,000.00</u>
Total:			<i>\$10,758,336.78</i>

WHEREAS, the Issuer proposes to issue its general obligation bonds to pay the costs of the Improvements; and

WHEREAS, the Issuer has selected the firm of Stifel, Nicolaus & Company, Incorporated, Kansas City, Missouri (the “Municipal Advisor”), as municipal advisor for one or more series of general obligation bonds of the Issuer to be issued in order to provide funds to permanently finance the Improvements; and

WHEREAS, the Issuer desires to authorize the Municipal Advisor to proceed with the offering for sale of said general obligation bonds and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said general obligation bonds; and

WHEREAS, the Issuer desires to authorize the Municipal Advisor and in conjunction with the Finance Director and Gilmore & Bell, P.C., Wichita, Kansas, the Issuer’s bond counsel (Bond Counsel), to proceed with the preparation and distribution of a preliminary official statement and notice of bond sale and to authorize the distribution thereof and all other preliminary action necessary to sell said general obligation bonds.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINFIELD, KANSAS, AS FOLLOWS:

Section 1. There is hereby authorized to be offered for sale the Issuer’s General Obligation Bonds, Series 2020-B (the “Bonds”) described in the Notice of Bond Sale, which is hereby approved in substantially the form presented to the Governing Body this date (the “Notice of Bond Sale”). All

proposals for the purchase of the Bonds shall be delivered to the Governing Body at its meeting to be held on the sale date referenced in the Notice of Bond Sale, at which meeting the Governing Body shall review such bids and award the sale of the Bonds or reject all proposals.

Section 2. The Mayor, City Manager and Finance Director in conjunction with the Municipal Advisor and Bond Counsel are hereby authorized to cause to be prepared a Preliminary Official Statement relating to the Bonds (the “Preliminary Official Statement”), and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the sale of the Bonds.

Section 3. The Mayor, City Manager or Finance Director, in conjunction with the Municipal Advisor and Bond Counsel, is hereby authorized and directed to give notice of said bond sale by publishing a summary of the Notice of Bond Sale not less than 6 days before the date of the bond sale in a newspaper of general circulation in Cowley County, Kansas, and the ***Kansas Register*** and by distributing copies of the Notice of Bond Sale and Preliminary Official Statement to prospective purchasers of the Bonds. Proposals for the purchase of the Bonds shall be submitted upon the terms and conditions set forth in the Notice of Bond Sale, and awarded or rejected in the manner set forth in the Notice of Bond Sale.

Section 4. For the purpose of enabling the purchaser of the Bonds (the “Purchaser”) to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”), the Mayor, City Manager or Finance Director are hereby authorized: (a) to approve the form of the Preliminary Official Statement and to execute the “Certificate Deeming Preliminary Official Statement Final” in substantially the form attached hereto as ***Exhibit A*** as approval of the Preliminary Official Statement, such official’s signature thereon being conclusive evidence of such official’s and the Issuer’s approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to the Municipal Securities Rulemaking Board; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

Section 5. The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 6. The Mayor, City Manager, Finance Director and the other officers and representatives of the Issuer, the Municipal Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Bonds. The transactions described in this Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 7. The Mayor, City Manager or Finance Director are hereby authorized and directed to execute the engagement letter related to services to be provided by the Municipal Advisor.

Section 8. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the City Commission on November 16, 2020.

(SEAL)

Mayor

ATTEST:

Clerk

EXHIBIT A

**CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL**

November 16, 2020

Re: City of Winfield, Kansas, General Obligation Bonds, Series 2020-B

The undersigned are the duly acting Mayor and Finance Director of the City of Winfield, Kansas (the “Issuer”), and are authorized to deliver this Certificate to the purchaser (the “Purchaser”) of the above-referenced bonds (the “Bonds”) on behalf of the Issuer. The Issuer has previously caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the “Preliminary Official Statement”) relating to the Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the “Rule”), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Bonds depending on such matters.

CITY OF WINFIELD, KANSAS

By: _____
Title: Mayor

By: _____
Title: Finance Director

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 the Southeast Quarter of Section 7, Township 33 South of Range 4 East of the 6th P.M., Cowley County, Kansas.

WHEREAS, it was necessary to acquire a certain permanent easement to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances in Cowley County, Kansas; and,

WHEREAS, said easement has been successfully negotiated.

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

Section 1. The Mayor and Clerk of the City of Winfield, Kansas, are hereby authorized and directed to accept a certain permanent easement in Cowley County, Kansas, granted by Sheila Peil, owner in Cowley County, Kansas, necessary to provide right-of-way for the purpose of installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across the real estate described as follows:

Commencing at the Southwest corner of said Quarter, thence N89°51'22"W along the South line of said Quarter a distance of 104.76 feet, thence N01°10'01"W a distance of 40.00 feet to the Point of Beginning of parcel to be described: Thence continuing N01°10'01"W a distance of 25.00 feet; thence N89°51'22"W a distance of 592.73 feet; thence S01°01'23"W a distance of 25.00 feet; thence S89°51'22"E a distance of 593.68 feet to the Point of Beginning.

Said parcel contains 14,830.08 square feet, more or less, and is subject to easements, reservations and restrictions of records.

Section 2. The Clerk of the City of Winfield, Kansas shall record said easement with the Register of Deeds of Cowley County, Kansas.

Section 3. This resolution shall be in full force and effect from and after its adoption.

ADOPTED this 16th day of November 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

A RESOLUTION

AUTHORIZING the City of Winfield, Kansas to amend the terms and conditions of an existing “Recycle Center” lease agreement, pursuant to an existing Interlocal Agreement authorized under K.S.A. 12-2901 et seq. in conjunction with the City of Arkansas City, Kansas, to own and operate a joint Recyclables Materials Collection and Processing Center, located at Strother Field Airport & Industrial Park.

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

Section 1. The Mayor and the City Clerk are hereby authorized and directed to execute a Lease Agreement Amendment for the joint “Recycle Center” located at Strother Field Airport Industrial Park, pursuant to an Interlocal Agreement between the cities of Winfield, Kansas and Arkansas City, Kansas, which establishes terms and conditions by which the two municipalities shall jointly participate in the cost, use, and benefit of a recyclable materials collection and processing center to be located at Strother Field, Cowley County, Kansas, pursuant to the Interlocal Cooperation Act, K.S.A. 12-2901, et seq.

A copy of said Lease Agreement Amendment is incorporated herein by reference and made part hereof.

ADOPTED this 16th day of November, 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: November 9, 2020

Requestor: Gary Mangus, Assistant to the City Manager

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

Action Requested: Consider a motion on November 16, 2020 Commission Agenda to accept the proposal from Kyle Cooley, dba C & C Cattle Co, regarding a Hay Management Agreement and authorizing the City Manager to execute said Agreement regarding City of Winfield owned land at the City Lake.

Analysis: Request for Proposals were received November 6, 2020 for harvesting and managing native prairie hay at Winfield City Lake. The term of the proposed agreement would be three (3) years from the date of award through October 31, 2023, renewable for three additional one (1) year options.

Proposals received were:

OPERATOR	CASH OFFER/TON
Kyle Cooley dba C & C Cattle Co	\$115.00

Fiscal Impact: C & C Cattle Co would retain 100% of bales harvested and pay the City \$115.00/ton (2021 only) for 1/3 of the tonnage harvested. Price will be determined from the High Plains Journal "Kansas Hay Market" for the South central area/Bluestem grass hay/Bale type for the week of September 1 of the harvest year, for all other years except for 2021.

Attachments: Proposed Native Hay Management Agreement-Winfield City Lake



City of Winfield REQUEST FOR PROPOSAL

This form must be used to submit quotes

Name Kyle Cooley CAC Cattle Business

FEIN or SSN

Address 14624 112th Rd. Telephone 620-222-1075City, State, Zip Winfield. KS. 67156 Fax

Email

THIS IS NOT AN ORDER

PLEASE QUOTE YOUR DELIVERED PRICES TO THE CITY OF WINFIELD ON ITEMS LISTED BELOW. CONSULT ATTACHED TERMS AND CONDITIONS AND SPECIFICATIONS FOR REQUIREMENTS.

RETURN TO:THE CITY OF WINFIELD - CITY CLERK
200 E. Ninth - PO Box 646
Winfield, KS 67156

PRIOR TO: 10:00 A.M., November 6, 2020

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE
	Per Ton	<p>I hereby offer the quoted price per ton for harvesting and managing native prairie hay meadows on City of Winfield owned land at Winfield City Lake for the 2021 season ONLY. The City of Winfield will receive as payment 1/3 of my quoted price per ton of harvested hay in 2021.</p> <p>I understand and will fulfill the attached Terms and Conditions, if awarded the agreement.</p>	<p>Cash offer is:</p> <p>\$ <u>115</u> /ton</p>

THIS FORM MUST BE SIGNEDSigned by Kyle CooleyPrinted Name and Title Kyle Cooley Member Date 11-5-2020**Billing Terms:****Delivery ARO:**



**Native Hay Management Agreement
Winfield City Lake**

- 1) This agreement made this 12th day of Nov, 2020, between the City of Winfield (CITY) and Kyle Cooley (COOLEY), dba/C & C Cattle Co. is intended for the purpose of harvesting and managing native prairie hay meadows on CITY owned land at Winfield City Lake. This agreement involves one (1) tract totaling approximately 913 acres (see area map). A review of the tract by CITY and Conservation District staff defined approximately 729 acres as having a good stand of native prairie hay and 184 acres as marginal. Given the nature of the Flint Hills, only estimations of acreage can be made due to the sporadic occurrence of rock outcroppings. A portion of this area is prone to flooding. All acreage listed are approximate and subject to change.
- 2) The term of this agreement will be three (3) years from the date of award through October 31, 2023, renewable for three additional one (1) year periods, subject to mutual consent of both parties under the same terms and conditions. **CITY reserves the right to make inquiry regarding past performance, equipment, farming practices, etc. to make the award renewal options in the best interest of the City.**
- 3) COOLEY must recognize that the City of Winfield is utilizing the agreement to practice prescribed hay meadow management to maintain biodiversity and ecological value. Annually, COOLEY and City/Conservation staff will establish cutting height, acreage resting, wildlife, herbicide, burning, or seeding practices. To aid in controlling the spread of invasive and noxious weeds, the COOLEY will need to clean all equipment prior to harvesting at Winfield City Lake.
- 4) Native prairies should not be cut twice in one season. However, areas found to be in marginal condition may be mowed and baled twice to reduce invasion of woody or non-native species. Spring mowing must be granted by City/Conservation staff. Hay meadow areas found to be in good condition will be harvested no earlier than July 15th, for the benefit of wildlife. Harvesting will be completed no later than August 15th. Bales will not be stored on site but will be removed from City of Winfield property no later than September 1st.
- 5) The CITY assumes no responsibility or liability for water and/or flood damage, fire damage, hail damage, wind damage, or wildlife damage to hay meadows within the agreement area.
- 6) The COOLEY shall not sub-contract or assign any part of the agreement without receiving written approval from the CITY.
- 7) Payment: Prices will be determined from per-ton basis prices found in the High Plains Journal "Kansas Hay Market" for the South central area/Bluestem grass hay/bale type for the week of September 1 of the harvest year, except for 2021 which was established by COOLEY at \$115.00 per ton. COOLEY shall submit a check or money order, payable to the City of Winfield on or before October 1st of each harvest year, based on tonnage receipts provided by COOLEY. CITY will receive payment equal to 1/3 of tonnage harvested.
- 8) COOLEY will pay for all labor, equipment, and material costs, including but not limited to planting, fertilizing, vegetation control, insect control, and harvest. Participation by the CITY in any costs will be mutually agreed upon in writing.
- 9) The agreement and its attachments shall constitute the entire agreement and shall control the relationship between the parties, regardless of any other understanding between the parties. In the event any of the provisions of the agreement are deemed to be invalid or unenforceable, the same shall be deemed severable from the remainder of the agreement. If such provision shall be deemed invalid due to its scope and breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
- 10) Failure to comply with the terms and conditions shall be cause for revocation of this agreement.



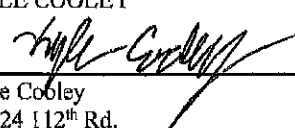
- 11) It is expressly understood and agreed that COOLEY shall save and hold the City of Winfield harmless from any and all loss sustained by COOLEY on account of any suit, judgment, execution, claim or damage of any kind whatsoever, resulting from the use of said premises as provided herein, and COOLEY shall cause to be defended at its own expense all actions that may be commenced against the City by reason of said events. COOLEY shall also save and hold CITY harmless and indemnify CITY from any and all losses sustained by CITY by reasons of said event.
- 12) COOLEY shall procure and maintain during the term of this agreement, Contractor's or Farmer's general liability insurance with limits not less than \$500,000 each occurrence bodily injury or property damage that is extended to include this operating location and operations of any motorized equipment, bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle with limits of no less than \$100,000 per person bodily injury; \$300,000 per accident bodily injury and \$100,000 per accident property damage or may be included under the Farm Liability coverage, and Workman's Compensation Insurance coverage as required by Kansas Statute. COOLEY shall furnish to CITY a certificate of insurance in said amounts for the payment of all damages which may be caused either to a person or persons or to property by reason of each and all of said events. All policies of insurance shall provide for at least thirty (30) days prior written notice of cancellation or any changes of insurers to CITY. By entering this agreement, COOLEY acknowledges its responsibility to insure all of its own personal property which will be located on the premises.
- 13) CITY assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Every effort will be made to ensure nondiscrimination in all CITY programs and activities, whether those programs and activities are federally funded or not.

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

THE CITY OF WINFIELD, KS

KYLE COOLEY

Taggart Wall, City Manager



Kyle Cooley
14624 112th Rd.
Winfield, KS 67156
620-222-1075



**FARM BUREAU MEMBER'S CHOICE
PERSONAL PACKAGE POLICY
LIABILITY INSURANCE CERTIFICATE**

POLICY #: 0000000007312719

CERTIFICATE ISSUED TO:
CITY OF WINFIELD
200 E NINTH - PO BOX 646
WINFIELD, KS 67156

FIRST NAMED INSURED:
CHARLES COOLEY
14624 112TH RD
WINFIELD, KS 67156

EFFECTIVE DATE: 03-23-2020

EXPIRATION DATE: 03-23-2021

INSURANCE COVERAGES

☐ Personal Vehicle Liability *

☐ Personal Liability

☐ Personal Injury Liability

☒ Farm/Ranch and Personal Liability***

☒ Farm/Ranch Employer Liability

☐ Business Liability**

☐ Umbrella Liability

This certificate certifies liability insurance is afforded as shown above. It is issued as a matter of information only and does not amend, alter or extend any of the coverages in the Farm Bureau Member's Choice Personal Package Policy.

COVERAGE

FARM/RANCH AND PERSONAL LIABILITY

Bodily Injury/Property Damage

LIMIT

\$1,000,000 Each Occurrence

\$2,000,000 Aggregate Limit

* Personal Vehicle includes any of the following: An auto of the private passenger type designed solely to carry persons and their luggage. An auto of the pickup, panel truck, van or motorhome type not customarily used in any business or occupation other than farming or ranching for: delivery of products or supplies; carrying of tools or equipment; hauling for hire; office, store or display purposes. An auto of the truck or truck tractor type owned by a farmer or rancher and used exclusively in connection with their farming or ranching operation, for exchange purposes with neighbors or for personal pleasure. A motorcycle or recreational motor vehicle. A snowmobile or a watercraft.

For a certificate issued to a lessor for the above described vehicle, the lessor is also named as an additional insured for legal liability, but only with respect to the ownership, maintenance or use of the vehicle.

** Business Liability includes bodily injury, property damage and personal injury/advertising injury.

*** For certificates issued to lessors or lienholders of equipment under Farm/Ranch and Personal Liability, "insured" includes the "person(s)" or organization(s) to whom this certificate is issued, but only with respect to their liability "caused by" the maintenance, operation or use by the "insured" of equipment leased by them to the "insured". Coverage with respect to said "person" or organization does not apply to:

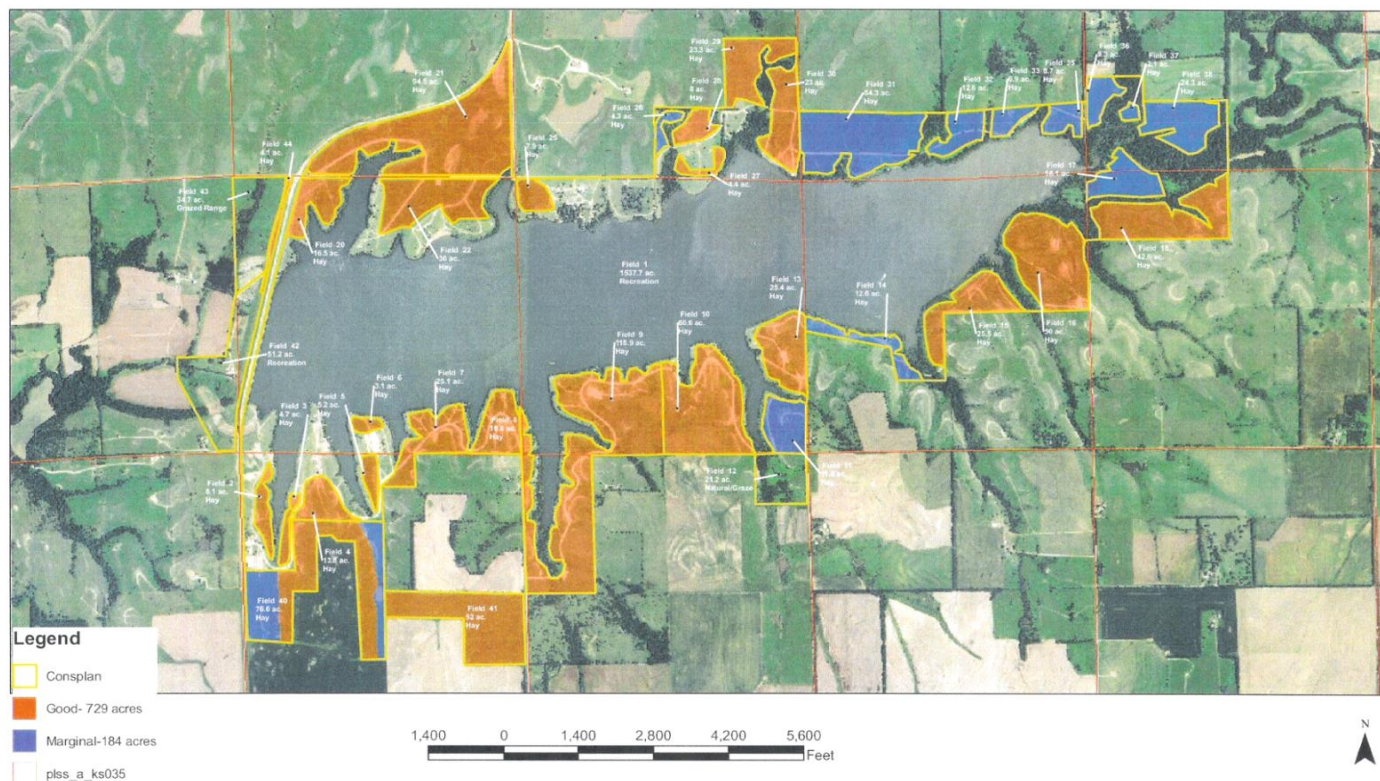
- Any "occurrence" that takes place after the equipment lease expires;
- Any "damages" arising out of the negligence of the additional insured; or
- "Bodily Injury" to any employee of said "person" or organization arising out of and in the course of their employment by said "person" or organization.

Harvest Options



Customer(s): CITY OF WINFIELD
District: COWLEY COUNTY CONSERVATION DISTRICT
Approximate Acres: 2775.5
Legal Description: 21-31-05

Field Office: WINFIELD SERVICE CENTER
Agency: USDA-NRCS
Assisted By: JENNIFER CARR
Date: 2/8/2011





Request for Commission Action

Date: November 9, 2020

Requestor: Gary Mangus, Assistant to the City Manager

A handwritten signature in dark ink, appearing to be "GM", is written next to the name Gary Mangus.

Action Requested: Consider a motion on November 16, 2020 Commission Agenda to accept the proposal from Bryan Davis MD regarding a Cash Farm Lease Agreement and authorizing the City Manager to execute said Agreement regarding City of Winfield owned land at US77 & Country Club Rd.

Analysis: Request for Proposals were received November 6, 2020 for harvesting and managing non-irrigated cropland at US77 & Country Club Rd. The term of the proposed agreement would be three (3) years from the date of award through December 31, 2023, renewable for three additional one (1) year options.

Proposals received were:

OPERATOR	CASH OFFER/ACRE	OPERATOR	CASH OFFER/ACRE
Bryan Davis MD	\$75.00	Blatchford Farms	\$70.00
KS Farm & Ranch	\$67.75	Steven Gillis	\$60.01
Campbell Farms	\$51.00 FSA to renter	Todd L Andes	\$46.00
Craig Pringle	\$44.24		

Fiscal Impact: Dr Davis would retain 100% of the hay or crops harvested from the property and pay as cash rent a lump sum cash payment yearly of \$6,675.00.

Attachments: Cash Farm Lease Proposals, Proposed Cash Farm Lease Agreement-US 77 & CC Rd

PERSONS PRESENT AT BID OPENING

Name	Company Name
Carina Anderson	COW
Gary Mangus	
Math Stein	

TABULATION SHEET BID OPENING

Time 10:00 a.m.
Date Nov 6, 2020

Item Bid	Farming – US 77/CC Road and Winfield City Lake
Department	Parks and Public Land

Bidder (Name and Address)	Item Bid	Item Bid	Item Bid	Item Bid	Item Bid
K Farm, LLC 24360 71 st Rd	US 77/CC Road 67.75/acre✓	Winfield City Lake			
Andes Farms 17603 131 st Rd	46.00/acre✓				
Craig Pringle 13578 51 st Rd	44.24/acre✓				
Steven Gillis (Andy) PO Box 61 Grenola KS	60.01/acre✓				
Campbell Farms 1920 N. College	51/acre✓				

Bid Awarded to: _____

Delivery Date: _____

PERSONS PRESENT AT BID OPENING

Name	Company Name
Carina Anderson	Coal
Gary Mangus	↓
Matt Stein	↓

TABULATION SHEET BID OPENING

Time
Date

10:00 a.m.
Nov 6, 2020

Item Bid	Farming – US 77/CC Road and Winfield City Lake
Department	Parks and Public Land

Bidder (Name and Address)	Item Bid	Item Bid	Item Bid	Item Bid	Item Bid
Court Blatchford 28035 81st Rd AKC	US 77/CC Road 70.00	Winfield City Lake			
Kyle Cooley 14624 112th Rd		\$115/ton			
Bryan Davis 1305 E 19th	75/acre				

Bid Awarded to: _____

Delivery Date: _____



City of Winfield REQUEST FOR PROPOSAL

This form must be used to submit a Proposal

THIS IS NOT AN ORDER

PLEASE PROPOSE YOUR DELIVERED PRICES TO THE CITY OF WINFIELD ON ITEMS LISTED BELOW CONSULT ATTACHED TERMS AND CONDITIONS AND SPECIFICATIONS FOR REQUIREMENTS.

RETURN TO:

THE CITY OF WINFIELD - CITY CLERK
200 E. Ninth - PO Box 646
Winfield, KS 67156

PRIOR TO: 10:00 A.M., November 6, 2020

Name Bryan Davis MD Business
FEIN or SSN _____
Address 1305 E 19th Telephone 620-229-3571
Winfield, KS 67156 Fax 620-221-3700
City, State, Zip
Email Luvmy7kids@gmail.com

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE
89	Per Acre	<p>I hereby offer the proposed price per acre for harvesting and managing City of Winfield owned land at 20310 71st Rd, Winfield KS, for the 2021 season and subsequent years by agreement. The City of Winfield will receive annual payments of my proposed price per acre.</p> <p>I understand and will fulfill the attached Terms and Conditions, if awarded the contract.</p>	<p>Cash offer is:</p> <p>\$ <u>75</u> /acre</p>

THIS FORM MUST BE SIGNED

Signed by [Signature]
Printed Name and Title Bryan Davis MD Date 11/6/2020



City of Winfield REQUEST FOR PROPOSAL

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RETURN TO:THE CITY OF WINFIELD - CITY CLERK
200 E. Ninth - PO Box 646
Winfield, KS 67156**PRIOR TO: 10:00 A.M., November 6, 2020**

Blatchford Farms LLC Business
Name 82-0689052
FEIN or SSN
28035 81st Rd 620-446-1246
Address Telephone
Ark City, KS 67005
City, State, Zip Fax
blatchfordfarmsks@gmail.com
Email

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	
87 acres	Per Acre	<p>I hereby offer the proposed price per acre for harvesting and managing City of Winfield owned land at 20310 71st Rd, Winfield KS, for the 2021 season and subsequent years by agreement. The City of Winfield will receive annual payments of my proposed price per acre.</p> <p>I understand and will fulfill the attached Terms and Conditions, if awarded the contract.</p>	<p>Cash offer is:</p> <p>\$ 70.00 /acre</p> <p>\$6,090.00 - Total annual</p>	

THIS FORM MUST BE SIGNED

Court Blatchford
Signed by
Court Blatchford member 11-5-20
Printed Name and Title Date



City of Winfield REQUEST FOR PROPOSAL

This form must be used to submit a Proposal

Kansas Farm and Ranch Management LLC Business
Name c/o Bradley Bryant 47-3395673
FEIN or SSN
24360 71st Rd 6202627474
Address Telephone
Winfield KS 67156
City, State, Zip Fax
bradley.bryant@live.com
Email

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RETURN TO:

THE CITY OF WINFIELD - CITY CLERK
200 E. Ninth - PO Box 646
Winfield, KS 67156

PRIOR TO: 10:00 A.M., November 6, 2020

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE
87 acres 25 tillable 2 gress	Per Acre	I hereby offer the proposed price per acre for harvesting and managing City of Winfield owned land at 20310 71 st Rd, Winfield KS, for the 2021 season and subsequent years by agreement. The City of Winfield will receive annual payments of my proposed price per acre. I understand and will fulfill the attached Terms and Conditions, if awarded the contract.	Cash offer is: <u>\$ 67.75</u> /acre

THIS FORM MUST BE SIGNED

Bradley Bryant
Signed by
Bradley Bryant, Member 10/27/20
Printed Name and Title Date



City of Winfield REQUEST FOR PROPOSAL

This form must be used to submit a Proposal

STEVEN A. GILLIS (ANDY) Business
Name

FEIN or SSN

P.O. Box 61 (620) 218-8937
Address Telephone

GRENOLA, KS 67346
City, State, Zip Fax

andy.gillis@live.com
Email

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PLEASE PROPOSE YOUR DELIVERED PRICES TO THE CITY OF WINFIELD ON ITEMS LISTED BELOW. CONSULT ATTACHED TERMS AND CONDITIONS AND SPECIFICATIONS FOR REQUIREMENTS.

RETURN TO:

THE CITY OF WINFIELD - CITY CLERK
200 E. Ninth - PO Box 646
Winfield, KS 67156

PRIOR TO: 10:00 A.M., November 6, 2020

QUANTIT Y	UNIT	DESCRIPTION	UNIT PRICE	
	Per Acre	I hereby offer the proposed price per acre for harvesting and managing City of Winfield owned land at 20310 71 st Rd, Winfield KS, for the 2021 season and subsequent years by agreement. The City of Winfield will receive annual payments of my proposed price per acre. I understand and will fulfill the attached Terms and Conditions, if awarded the contract.	Cash offer is: \$ <u>60.01</u> /acre	

THIS FORM MUST BE SIGNED

Steven A. Gillis
Signed by

STEVEN A. GILLIS 11-1-20
Printed Name and Title Date

City of Winfield REQUEST FOR PROPOSAL

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PLEASE PROPOSE YOUR DELIVERED PRICES TO THE CITY OF WINFIELD ON ITEMS LISTED BELOW. CONSULT ATTACHED TERMS AND CONDITIONS AND SPECIFICATIONS FOR REQUIREMENTS.

RETURN TO:

THE CITY OF WINFIELD - CITY CLERK
200 E. Ninth - PO Box 646
Winfield, KS 67156

PRIOR TO: 10:00 A.M., November 6, 2020

Name Campbell Farms LLC Business
FEIN or SSN 52-2364389
Address 1920 N. College St. Telephone 620-222-5775
City, State, Zip Winfield, KS 67156 Fax
Email slowe5775@gmail.com

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE
	Per Acre	I hereby offer the proposed price per acre for harvesting and managing City of Winfield owned land at 20310 71 st Rd, Winfield KS, for the 2021 season and subsequent years by agreement. The City of Winfield will receive annual payments of my proposed price per acre. I understand and will fulfill the attached Terms and Conditions, if awarded the contract.	Cash offer is: \$ <u>51.00</u> /acre * FSA Payments go to renter *

THIS FORM MUST BE SIGNED

Signed by [Signature]
Printed Name and Title Scott Lowe Member Date 11/6/2020

* Enclosed - Copy of Insurance

If Campbell Farms has the winning bid Farm Bureau will send certificate of insurance out annually to the City of Winfield

* References Available on Request



**FARM BUREAU MEMBER'S CHOICE
PERSONAL PACKAGE POLICY
LIABILITY INSURANCE CERTIFICATE**

POLICY #: 0000000007541808

CERTIFICATE ISSUED TO:
FAMILY DIRT LLC
1920 COLLEGE STREET
WINFIELD, KS 67156

FIRST NAMED INSURED:
CAMPBELL FARMS LLC
1920 N COLLEGE ST
WINFIELD, KS 67156

EFFECTIVE DATE: 01-12-2020

EXPIRATION DATE: 01-12-2021

INSURANCE COVERAGES

- | | |
|--|---|
| <input type="checkbox"/> Personal Vehicle Liability * | <input checked="" type="checkbox"/> Farm/Ranch Employer Liability |
| <input type="checkbox"/> Personal Liability | <input type="checkbox"/> Business Liability** |
| <input type="checkbox"/> Personal Injury Liability | <input type="checkbox"/> Umbrella Liability |
| <input checked="" type="checkbox"/> Farm/Ranch and Personal Liability*** | |

This certificate certifies liability insurance is afforded as shown above. It is issued as a matter of information only and does not amend, alter or extend any of the coverages in the Farm Bureau Member's Choice Personal Package Policy.

COVERAGE	LIMIT
FARM/RANCH AND PERSONAL LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 Each Occurrence \$2,000,000 Aggregate Limit

* Personal Vehicle includes any of the following: An auto of the private passenger type designed solely to carry persons and their luggage. An auto of the pickup, panel truck, van or motorhome type not customarily used in any business or occupation other than farming or ranching for: delivery of products or supplies; carrying of tools or equipment; hauling for hire; office, store or display purposes. An auto of the truck or truck tractor type owned by a farmer or rancher and used exclusively in connection with their farming or ranching operation, for exchange purposes with neighbors or for personal pleasure. A motorcycle or recreational motor vehicle. A snowmobile or a watercraft.

For a certificate issued to a lessor for the above described vehicle, the lessor is also named as an additional insured for legal liability, but only with respect to the ownership, maintenance or use of the vehicle.

** Business Liability Includes bodily injury, property damage and personal injury/advertising injury.

*** For certificates issued to lessors or lienholders of equipment under Farm/Ranch and Personal Liability, "insured" includes the "person(s)" or organization(s) to whom this certificate is issued, but only with respect to their liability "caused by" the maintenance, operation or use by the "insured" of equipment leased by them to the "insured". Coverage with respect to said "person" or organization does not apply to:

- Any "occurrence" that takes place after the equipment lease expires;
- Any "damages" arising out of the negligence of the additional insured; or
- "Bodily Injury" to any employee of said "person" or organization arising out of and in the course of their employment by said "person" or organization.



City of Winfield REQUEST FOR PROPOSAL

This form must be used to submit a Proposal

Name Todd L. Andes Business

FEIN or SSN

Address 17603 131st Rd Telephone 620-229-0345City, State, Zip Winfield, Ks 67156 Fax N/AEmail Kasha-david@yahoo.com -or-
Andesfarms@yahoo.com**THIS IS NOT AN ORDER**

PLEASE PROPOSE YOUR DELIVERED PRICES TO THE CITY OF WINFIELD ON ITEMS LISTED BELOW. CONSULT ATTACHED TERMS AND CONDITIONS AND SPECIFICATIONS FOR REQUIREMENTS.

RETURN TO:THE CITY OF WINFIELD - CITY CLERK
200 E. Ninth - PO Box 646
Winfield, KS 67156**PRIOR TO: 10:00 A.M., November 6, 2020**

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	
87 AC.	Per Acre	<p>I hereby offer the proposed price per acre for harvesting and managing City of Winfield owned land at 20310 71st Rd, Winfield KS, for the 2021 season and subsequent years by agreement. The City of Winfield will receive annual payments of my proposed price per acre.</p> <p>I understand and will fulfill the attached Terms and Conditions, if awarded the contract.</p>	Cash offer is: \$ <u>46.⁰⁰</u> /acre	\$4,002. ⁰⁰ per year.

THIS FORM MUST BE SIGNEDSigned by Kasha David
Printed Name and Title Kasha David, Manager Date 10-23-20



**FARM BUREAU MEMBER'S CHOICE
PERSONAL PACKAGE POLICY
LIABILITY INSURANCE CERTIFICATE**

POLICY #: 0000000007421626

CERTIFICATE ISSUED TO:

CITY OF WINFIELD
200 E NINTH - PO BOX 646
WINFIELD, KS 67156

FIRST NAMED INSURED:

TODD ANDES
17603 131ST RD
WINFIELD, KS 671560000

EFFECTIVE DATE: 12-20-2019

EXPIRATION DATE: 12-20-2020

INSURANCE COVERAGES

- ☐ Personal Vehicle Liability *
☐ Personal Liability
☐ Personal Injury Liability
☒ Farm/Ranch and Personal Liability***

- ☒ Farm/Ranch Employer Liability
☐ Business Liability**
☐ Umbrella Liability

This certificate certifies liability insurance is afforded as shown above. It is issued as a matter of information only and does not amend, alter or extend any of the coverages in the Farm Bureau Member's Choice Personal Package Policy.

COVERAGE

FARM/RANCH AND PERSONAL LIABILITY

Bodily Injury/Property Damage

LIMIT

\$1,000,000 Each Occurrence
\$2,000,000 Aggregate Limit

* Personal Vehicle includes any of the following: An auto of the private passenger type designed solely to carry persons and their luggage. An auto of the pickup, panel truck, van or motorhome type not customarily used in any business or occupation other than farming or ranching for: delivery of products or supplies; carrying of tools or equipment; hauling for hire; office, store or display purposes. An auto of the truck or truck tractor type owned by a farmer or rancher and used exclusively in connection with their farming or ranching operation, for exchange purposes with neighbors or for personal pleasure. A motorcycle or recreational motor vehicle. A snowmobile or a watercraft.

For a certificate issued to a lessor for the above described vehicle, the lessor is also named as an additional insured for legal liability, but only with respect to the ownership, maintenance or use of the vehicle.

** Business Liability includes bodily injury, property damage and personal injury/advertising injury.

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- Any "occurrence" that takes place after the equipment lease expires;
- Any "damages" arising out of the negligence of the additional insured; or
- "Bodily Injury" to any employee of said "person" or organization arising out of and in the course of their employment by said "person" or organization.



City of Winfield REQUEST FOR PROPOSAL

This form must be used to submit a Proposal

Name

Business

FEIN or SSN

Address

Telephone

City, State, Zip

Fax

Email

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RETURN TO:

THE CITY OF WINFIELD - CITY CLERK
200 E. Ninth - PO Box 646
Winfield, KS 67156

PRIOR TO: 10:00 A.M., November 6, 2020

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	
84.89 timber	Per Acre	I hereby offer the proposed price per acre for harvesting and managing City of Winfield owned land at 20310 71 st Rd, Winfield KS, for the 2021 season and subsequent years by agreement. The City of Winfield will receive annual payments of my proposed price per acre.	Cash offer is: \$ 44.24 /acre	
235 Grass	Per Acre	I understand and will fulfill the attached Terms and Conditions, if awarded the contract.		
			Total amount 3859.54	

THIS FORM MUST BE SIGNED

Signed by

Printed Name and Title

Date

10/31/20



**Cash Farm Lease Agreement
20310 71ST RD**

This agreement, entered this _____ day of _____ 2020, between City of Winfield Kansas (CITY) and Bryan Davis MD (DAVIS), 1605.E 19th, Winfield KS 67156:

1. CITY, as landowner, leases to DAVIS to occupy and use for agriculture and related purposes, the following described property: S08, T33, R04, ACRES 87.2 , N1/2NW1/4 LYING NW OF HWY & SW 1/4NW1/4 EXC ROW, also known as, 20310 71ST RD, Winfield, Cowley County, Kansas, recorded in Book 265, at Page 331 in the office of the Register of Deeds, Cowley County Kansas. This agreement involves two (2) tracts totaling approximately 87 acres (see area map). A review of the tracts defined approximately 85 acres as non-irrigated crop land and approximately 2 acres of grass water way.
2. The provisions of this lease will be from date of award through December 31, 2023, renewable for three (3) additional one (1) years options subject to written mutual consent of both parties to the terms and conditions on or before September 1 of each eligible year. **CITY reserves the right to make inquiry regarding past performance, equipment, farming practices, etc. to make an award in the best interest of CITY.**
3. Should CITY sell or otherwise transfer ownership of all or part of the property, such action will be done subject to the provisions of this agreement.
4. This agreement will not be deemed to be, nor intended to give rise to, a partnership relation.
5. CITY, as well as, agents of City, reserve the right to enter the property at any reasonable time as not to interfere with Davis in carrying out regular operations. CITY also has the right to authorize CITY or third parties to enter the property to survey, construct, and/or operate activities reasonably necessary to develop the property. CITY agrees to reimburse DAVIS for any actual damage suffered for crops destroyed by these activities and release DAVIS from obligation to continue farming this property when and if development interferes materially with DAVIS's opportunity to make a satisfactory return. In the event growing crops are destroyed as a result of the actions of CITY or any assignee of CITY to any portion of the property, DAVIS will be compensated for lost crops based upon the average per acre yield of the remaining portion of the crops at the time of harvest multiplied times the local market price at the time of such harvest is completed.
6. DAVIS will not sub-contract or assign any part of the agreement without receiving written approval from CITY, including for purposes of hunting, trapping or other recreational uses. Any persons employed by DAVIS to assist in farming this property will be the responsibility of the DAVIS and will not be considered employees or agents of the CITY.
7. The provisions of this agreement shall be binding upon the heirs, executors, administrators, and successors of both parties in a like manner as upon the original parties, except as provided by mutual written agreement.
8. Participation in federal, state or county government programs for purposes of commodity support, conservation enhancement, or other objectives will be discussed and decided on an annual basis. The course of action agreed upon will be placed in writing and signed by both parties.
9. DAVIS **retains 100%** of the hay or crops harvested from the property and agrees to pay as cash rent a **lump sum cash payment** yearly \$6,675.00, due on or before November 1, 2021, 2022, and 2023, as well as, each eligible option year 2024, 2025, 2026.
10. DAVIS will pay for all labor, equipment, and material costs necessary to fulfill the agreement consistent with an approved conservation plan, including but not limited to overall condition and appearance, maintenance of all terraces, open ditches, watercourses, field prep, planting, fertilizing, mowing/baling, weed and vegetation control, insect control, harvest, and other customary seasonal work. DAVIS will not break new ground without the consent of CITY. Participation by CITY in **any** costs will be mutually agreed upon in writing.
11. CITY assumes no responsibility or liability for any damage to land or crops within the agreed area, regardless if through water and/or flood, fire, hail, wind, wildlife, vandalism or any other acts caused by weather or persons.
12. DAVIS will conduct all operations in a manner consistent with all applicable local, state, and federal environmental codes, regulations and statutes and shall bear sole responsibility for any violations thereof.

DAVIS will indemnify CITY for any costs of environmental cleanup and restoration, as well as penalties, fines, judgments, or other amounts incurred by CITY as a result such violation.

13. The lease and its attachments constitute the entire agreement and control the relationship between the parties, regardless of any other understanding between the parties. In the event any of the provisions of the agreement are deemed to be invalid or unenforceable, the same shall be deemed severable from the remainder of the agreement. If such provision shall be deemed invalid due to its scope and breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
14. Failure to comply with the terms and conditions shall be cause for revocation of this agreement.
15. DAVIS will save and hold CITY harmless from any and all loss sustained by DAVIS on account of any suit, judgment, execution, claim or damage of any kind whatsoever, resulting from the use of said premises based on or in any other manner associated with the lease. DAVIS will cause to be defended at its own expense all actions that may be commenced against CITY by reason of said events. DAVIS will also save and hold CITY harmless and indemnify CITY from any and all losses sustained by CITY by reasons of said event.
16. DAVIS will procure and maintain during the term of the lease Contractor's or Farmer's general liability insurance with limits not less than \$500,000 each occurrence bodily injury or property damage that is extended to include this operating location and operations of any motorized equipment, bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle with limits of no less than \$100,000 per person bodily injury; \$300,000 per accident bodily injury and \$100,000 per accident property damage or may be included under the Farm Liability coverage, and Workman's Compensation Insurance coverage as required by Kansas Statute. DAVIS will furnish CITY a certificate of insurance in said amounts for the payment of all damages which may be caused either to a person or persons or to property by reason of each and all of said events. All policies of insurance shall provide for at least thirty (30) days prior written notice of cancellation or any changes of insurers to CITY. By entering this agreement DAVIS acknowledges its responsibility to insure all of its own personal property (inclusive of crops or other property in the open including farm equipment owned, borrowed or rented) which will be located on, adjacent or in route to the premises, regardless of the cause of loss.
17. At termination of this agreement Davis will return the property in as good as condition as it was at the beginning. DAVIS will pay to CITY reasonable compensation for any damages to the property for which the Davis is responsible, ordinary wear and depreciation outside the control of the DAVIS is excepted.
18. CITY assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Every effort will be made to ensure nondiscrimination in all CITY programs and activities, whether those programs and activities are federally funded or not.

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

CITY OF WINFIELD, KS

BRYAN DAVIS MD

Taggart Wall, City Manager

1305 E 19TH
620-229-3571 OR 620-221-3700
luymy7kds@gmail.com

