

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, December 21, 2020
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDERMayor Phillip R. Jarvis
ROLL CALLCity Clerk, Brenda Peters
MINUTES OF PRECEDING MEETING.....Monday, December 07, 2020

PUBLIC HEARING

-Consider Amendments to the Annual Budget for 2020

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 2098 - An Ordinance – Amending the Annual Budget for the City of Winfield, Kansas, for the year ending December 31, 2020, and the Ordinance adopting said budget providing for expenditures not to exceed amounts stated herein.

Bill No. 2099 - An Ordinance – Amending Chapters 6, 8, 22, 50 and 58 of the revised ordinances of the City of Winfield, Kansas relating to cereal malt beverages.

Bill No. 20100 - An Ordinance – Amending Chapter 34 of the revised ordinance of the City of Winfield, Kansas by the repeal of Section 78, Paragraph (r) Stormwater Utility Fees, and adoption in lieu thereof a new Section 78, Paragraph (r) Stormwater Utility Fees.

Bill No. 20101 - An Ordinance – Amending Sections 26 of the Municipal Code of the City of Winfield by the repeal of the Sections 26-31 through 26-51 and the adoption in lieu thereof Sections 26-31 through 26-54 as they pertain to cemeteries.

Bill No. 20102 - An Ordinance – Amending Chapters 2,6,10,18,22,26,30,34,50,54,58,62,66,70,74 of the revised ordinances of the City of Winfield, Kansas relating to various prescribed fees and setting forth a new Comprehensive Fee Schedule.

Bill No. 20103 - A Resolution – Establishing a Comprehensive Fee Schedule for various services provided by the City of Winfield, Kansas.

Bill No. 20104 - A Resolution – Declaring the entire boundary of the City of Winfield, Kansas.

Bill No. 20105 - A Resolution – Authorizing and directing the City Manager and Clerk of the City of Winfield, Kansas, to enter into a contract for splashpad improvements between the City of Winfield, Kansas and RJR Enterprises Inc., Rogers, Arkansas.

OTHER BUSINESS

-Consider 2021 CMB License Applications

ADJOURNMENT

-Next Commission work session 4:00 Thursday, December 31, 2020.
-Next regular meeting 5:30 p.m. Monday, January 04, 2021.

CITY COMMISSION MEETING MINUTES

Winfield, Kansas

December 7, 2020

The Board of City Commissioners met in regular session, Monday, December 07, 2020 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Phillip R. Jarvis presiding. Commissioners Gregory N. Thompson and Ronald E. Hutto 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; Patrick Steward, Director of Public Improvements; Gus Collins, Director of Utilities; Robbie DeLong, Police Chief; Jerred Schmidt, Director of Information Systems; Vince Warren, Fire Chief; and Jamie Chism, Director of Human Resources.

City Clerk Peters called roll.

Commissioner Hutto moved that the minutes of the November 16, 2020 meeting be approved. Commissioner Thompson seconded the motion. With all Commissioners voting aye, motion carried.

PRESENTATION OF SERVICE

City Manager Wall presented a recognition award to retiring Assistant to the City Manager, Gary Mangus to recognize his years of service to the City of Winfield.

BUSINESS FROM THE FLOOR

NEW BUSINESS

Bill No. 2090 – An Ordinance – Authorizing and providing for the issuance of General Obligation Bonds, Series 2020-B, of the City of Winfield, Kansas; providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on said bonds as they become due; authorizing certain other documents and actions in connection therewith; and making certain covenants with respect thereto. City Manager Wall introduces Dave Arteberry, with Stifel, Nicolaus & Company, Inc., who appeared by “Go To Meeting” to discuss the bids for the bond issue, and explains that this Ordinance authorizes the City to issue bonds in the amount of \$4,155,000. Arteberry also explains that the next item on the agenda is a resolution authorizing the sale and delivery of the bonds for issue 2020-B. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto all Commissioners voting aye, Bill No. 2090 was adopted and numbered Ordinance No. 4142.

Bill No. 2091 – A Resolution – Prescribing the form and details of and authorizing and directing the sale and delivery of General Obligation Bonds, Series 2020-B, of the City of Winfield, Kansas, previously authorized by Ordinance No. 4144 of the issuer; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson all Commissioners voting aye, Bill No. 2091 was adopted and numbered Resolution No. 7120.

Bill No. 2092 – A Resolution – Denying the request for a change of zoning classification for Lots 9, Replat of Lot 7, 8, 9 and 10, Viking Addition, Winfield, Cowley County, Kansas, except the South

39.00 feet thereof, also known as 305 Wheat Rd. Director of Public Improvements Steward explains that based on the Planning Commission findings, the property did not meet the necessary criteria for requested zoning change for the purpose of a storage unit facility. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto all Commissioners voting aye, Bill No. 2092 was adopted and numbered Resolution No. 7220.

Bill No. 2093 – A Resolution – Authorizing and granting a Conditional Use Permit to Ryan Minton at 305 Wheat Rd., Winfield, KS to allow the use of storage units within a “C-2,” Restricted Commercial District. Director of Public Improvements Steward explains that based on the previous action, this Resolution could not pass. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto all Commissioners voting aye, Bill No. 2093 was rejected.

Bill No. 2094 – An Ordinance – Amending Article 3 of the Zoning Regulations of the City of Winfield, Kansas, by changing the boundaries of certain districts referred to on an official map designated as the “Zoning District Map of Winfield, Kansas,” which is made a part of Article 3 of the Zoning Regulations of the City of Winfield, Kansas. Director of Public Improvements Steward explains that this Ordinance considers a zoning change located at 1714, 1718 & 1720 Menor St. This zoning change will allow the process to move forward for a conditional use of the property allowing for construction of a storage unit facility. The Planning Commission recommends approval of the requested zoning change. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson all Commissioners voting aye, Bill No. 2094 was adopted and numbered Ordinance No. 4143.

Bill No. 2095 – A Resolution – Authorizing and granting a Conditional Use Permit to Jason Kosmas at 1714, 1718 & 1720 Menor St., Winfield, KS to allow the use of storage units within a “C-3,” General Commercial District. Director of Public Improvements Steward explains that this Resolution would grant a Conditional Use Permit to allow the use of storage units. The Planning Commission recommends approval of the requested Conditional Use Permit. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto all Commissioners voting aye, Bill No. 2095 was adopted and numbered Resolution No. 7420.

Bill No. 2096 – An Ordinance – Adopting “The Winfield Comprehensive Development Plan for 2020-2040” as the official plan and resource document for the future development of the City of Winfield. Director of Public Improvements Steward explains that this Ordinance adopts “The Winfield Comprehensive Development Plan for 2020-2040”. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson all Commissioners voting aye, Bill No. 2096 was adopted and numbered Ordinance No. 4144.

Bill No. 2097 – A Resolution – Adopting a “Winfield Master Plan for Parks” as the official plan and resource document for the parks and trails system of the City of Winfield. Director of Public Improvements Steward explains that this Resolution adopts the “Winfield Master Plan for Parks” Upon motion by Commissioner Thompson, seconded by Commissioner Hutto all Commissioners voting aye, Bill No. 2097 was adopted and numbered Resolution No. 7520.

OTHER BUSINESS

-Executive Session to discuss non-elected personnel - Mayor Jarvis made a motion that the Commission move into executive session to discuss an individual employee's performance pursuant to the non-elected personnel exception, K.S.A. 75-4319 (b)(1), and that the open meeting will reconvene in the Community Council Room at 6:20 pm, with the City Manager called in when needed. With all Commissioners voting aye, motion carried.

Regular Session resumed at 6:20 p.m.

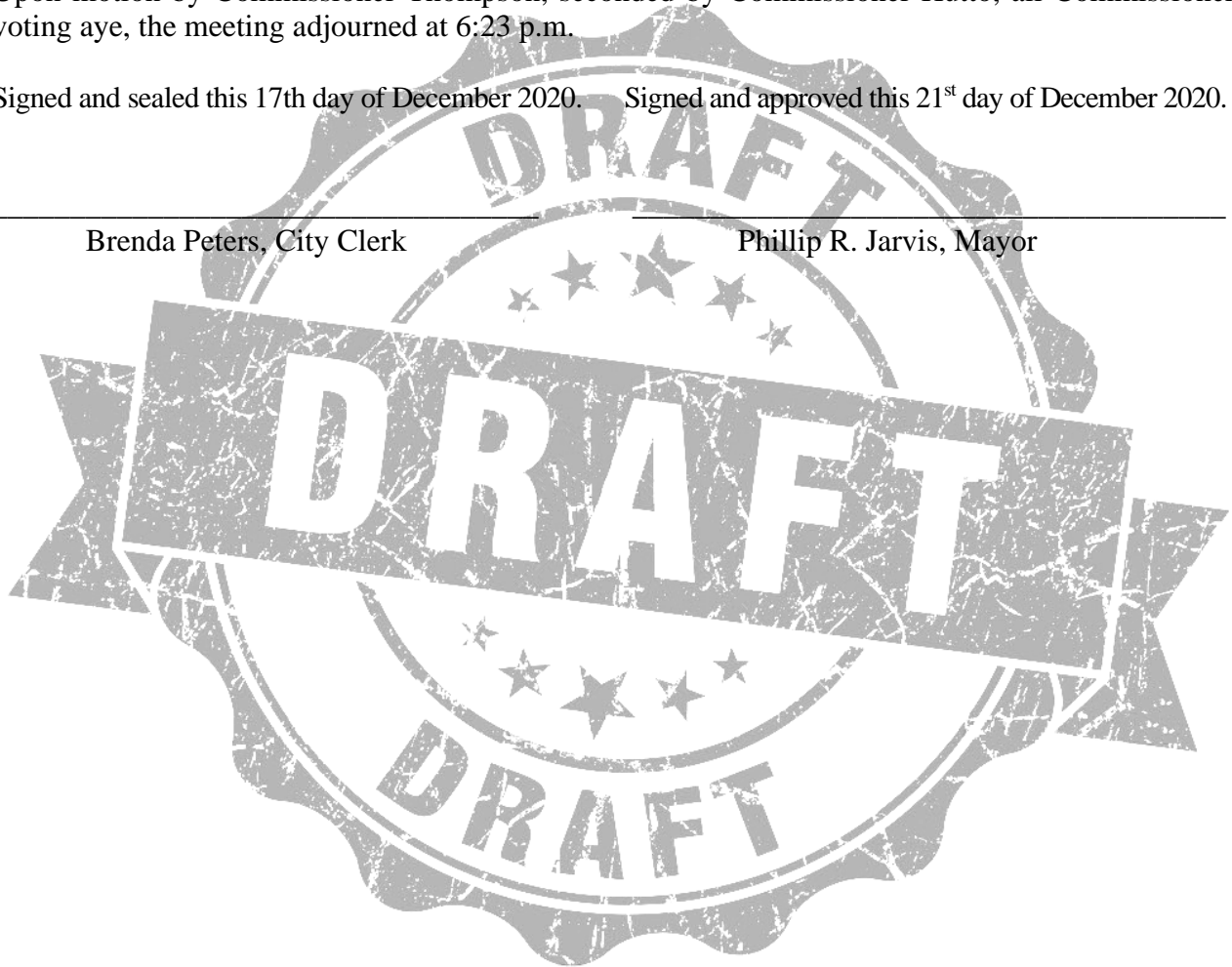
ADJOURNMENT

Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, the meeting adjourned at 6:23 p.m.

Signed and sealed this 17th day of December 2020. Signed and approved this 21st day of December 2020.

Brenda Peters, City Clerk

Phillip R. Jarvis, Mayor





Request for Commission Action

Date: 12/15/20

Requestor: Taggart Wall, City Manager

Action Requested: Adoption of Ordinance to Amend the 2020 Budget.

Analysis:

The City has completed the required analysis and publication process necessary to certify and adopt an amendment to the 2020 budget. This amendment is required under and in accordance with Kansas statutes related to municipal budgeting and expenditure authority. See ordinance attached.

In certain funds, the City needs to amend the originally adopted budget authority for the reasons below:

Special Streets and Highway- This Fund was modified in 2020 to include all street expenditures and receipts. Prior to 2020, some street spending was completed in this fund as well as the fund that was set up for the Street Sales Tax funds. For future years, this fund will be named Consolidated Street Fund.

Street Sales Tax- This Fund was modified in 2020 to include receipts and expenditures for the Public Safety Center project as well as other capital improvements in accordance with the ballot initiative approved in 2019. For future years, this fund will be renamed Public Safety Center and Other CIP Sales Tax.

Special Liability- This fund requires an increase in expenditure authority to cover increase expenditures in property and liability insurance.

Management Services- This fund requires an increase in expenditure authority to cover expenses made in conjunction with the CARES Act as well as the server replacement project that was budgeted for 2021, but completed in 2020.

Operation Services- This fund requires an increase in expenditure authority to cover expenses made in conjunction with the relocation of the Fire/EMS Department for 2020-2021 during construction of the new facility.

Fiscal Impact:

See attachment.

Attachments: Ordinance.

(First published in the Cowley Courier-Traveler on Thursday, December 24, 2020)

BILL NO. 2098

ORDINANCE NO. 4145

AN ORDINANCE

AMENDING the Annual Budget for the City of Winfield, Kansas, for the year ending December 31, 2020, and the Ordinance adopting said budget providing for expenditures not to exceed amounts stated herein.

WHEREAS, the Governing Body of the City of Winfield, Kansas passed Ordinance No. 4114 on August 19, 2019, adopting the Annual Budget for the year ending December 31, 2020, in accordance with the provisions of K.S.A. 79-2925 to 79-2936, inclusive, and amendments thereto; and,

WHEREAS, the Governing Body deems it advisable and proposes to amend its adopted current budget to increase the expenditures for the Special Streets & Highway Fund and the Natural Gas Utility Fund.

WHEREAS, the same publication, notice and public hearing requirements as required by K.S.A. Supp. 79-2929, and amendments thereto, for the adoption of the original budget have been fulfilled.

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

Section 1. Section 1 of Ordinance No. 4114 is hereby amended for the following funds as follows:

Fund	2020 Adopted Budget			2020 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Special Streets & Hwy Fund			1,011,454	1,523,304
Street Sales Tax			2,538,123	829,832
Special Liability	2.203	158,623	171,150	181,309
Management Services			3,851,060	3,949,561
Operation Services			664,214	702,209

Section 2. This Ordinance shall be in full force and effect from and after its publication in the official city newspaper.

ADOPTED this 21st day of December 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: 12/15/20

Requestor: Taggart Wall, City Manager

Action Requested:

Approve an editing ordinance to align City Code with changes made in state statute. Specifically, amend the Code so that all references reading “cereal malt beverage” be replaced with “enhanced cereal malt beverage”.

Analysis:

Fiscal Impact:

Codebook revisions per contract.

Attachments: Ordinance.

(First published in the Cowley Courier-Traveler on Thursday, December 24, 2020)

BILL NO. 2099

ORDINANCE NO. 4146

AN ORDINANCE

AMENDING Chapters 6, 8, 22, 50 and 58 of the revised ordinances of the City of Winfield, Kansas relating to cereal malt beverages.

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

Section 1. Any instances in sections of the Code of Ordinances of the City of Winfield, Kansas in Chapters 6, 8, 22, 50 and 58 which read “cereal malt beverage” shall be amended to read “enhanced cereal malt beverage”.

Section 2. This ordinance shall be in full force and effect from and after its adoption and publication in the official city newspaper.

ADOPTED this 21st day of December 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: 12/15/20

Requestor: Taggart Wall, City Manager

Action Requested:

Approve an ordinance to adjust stormwater fees as discussed in the adoption of the 2021 budget.

Analysis:

Stormwater fees were last adjusted in 2004. Since that time, many additional federal regulatory requirements have been placed on the utility. To adequately meet these requirements, the operations of the fund must be adjusted which will require more revenue to meet the necessary expenditures.

Staff reviewed several rate making adjustments including an evaluation of lot sizes and classifications of customers and determined that the current structure is best until a more extensive evaluation of pervious or impervious surface area can be conducted. Pervious and impervious area rate setting would allow the rate to consider those properties that produce more runoff due to lot coverage by structures or pavement. Staff will undertake that action in the future.

Fiscal Impact:

Revenue impact to the change is approximately \$150,000 to the Stormwater Utility. These receipts will offset an increase in personnel charges that have been shifted from streets to stormwater management. Additional project opportunity for improvement is also available with this adjustment.

Attachments: Ordinance.

(First published in the Cowley Courier-Traveler on Thursday, December 24, 2020)

BILL NO. 20100

ORDINANCE NO. 4147

AN ORDINANCE

AMENDING

Chapter 34 of the revised ordinance of the City of Winfield, Kansas by the repeal of Section 78, Paragraph (r) Stormwater Utility Fees, and adoption in lieu thereof a new Section 78, Paragraph (r) Stormwater Utility Fees

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

Section 1. Section 34-78, Paragraph (r) of the Code of Ordinance, City of Winfield, Kansas, is hereby repealed and a new Section 34-78, Paragraph (r) shall be adopted to read as follows:

Stormwater utilities fees. The fees referenced in [section 78-580](#) are as follows:

Residential customers of the city, per month \$4.00

Commercial and business customers of the city, per month \$8.00

Section 2. The rates established in this ordinance shall take effect January 1, 2021.

Section 3. This ordinance shall be in full force and effect from and after its adoption and publication in the official city newspaper.

ADOPTED this 21st day of December 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: 12/15/20

Requestor: Taggart Wall, City Manager

Action Requested:

Approve an ordinance to update various cemetery regulations as well as fees as established in the Comprehensive Fee Schedule.

Analysis:

Cemetery staff and management have worked over the last several months to review the existing regulations of the cemetery. These regulations were last modified in 2010. The modifications requested come after continued conversation with area mortuary services, research of other community practices and the consideration of the evolution of cemetery services in general.

Fiscal Impact:

Codebook revisions per contract.

Attachments: Ordinance.

(First published in the Cowley Courier-Traveler on Thursday, December 24, 2020)

BILL NO. 20101

ORDINANCE NO. 4148

AN ORDINANCE

AMENDING Sections 26 of the Municipal Code of the City of Winfield by the repeal of the Sections 26-31 through 26-51 and the adoption in lieu thereof Sections 26-31 through 26-54 as they pertain to cemeteries.

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

Section 1. Section 26-31 through 26-54 of the Municipal Code of the City of Winfield shall read as follows:

Sec. 26-31. - Definitions.

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

Block means a group of two or more lots generally encircled by a roadway or other physical barrier.

Crypt means an individual space within a mausoleum.

Highland Abbey Mausoleum means a large building now constructed in Highland Cemetery.

Individual mausoleum means a sealed vault placed ground level covered by a granite or manufactured concrete-aggregate lid. Grave cover or lid means, an individual mausoleum lid placed directly on top of the ground over an underground vault that is not ground level.

Interment means the act or ceremony of placing remains in a burial space.

Lot means an interment area varying from four to ten spaces.

Public cemeteries means Highland Cemetery, referred to in this article as HC; Union-Graham Cemetery, referred to in this article as UGC; and St. Mary's Cemetery, referred to in this article as SMC.

Remembrance Garden means, in HC, the area restricted for the common depository of ashes located in block N, row J, space 243. (See section 26-51.)

Restricted area means, in HC, the area known as Memorial Lawn Area, block N, rows I and K, spaces 201 through 260, and row J, spaces 201 through 242, in which there are certain restrictions. (See section 26-50.)

Row means interment areas as outlined in the official cemetery plat.

Space means the area for single interment.

Written notice means notice by certified mail and/or regular first class mail that owner has ten days to respond to or remove items for which notice was given.

Primary headstone/monument/marker means, the first upright or above ground headstone/monument/marker used on a grave space.

Permanent floral display fixture means, a display fixture (vase) approved by the cemetery sexton and used in conjunction with any headstone/monument/marker installed directly to headstone or base, or installed on a concrete foundation adjacent to headstone/monument marker.

Cremation Container means Urn, Urn Vault, or any approved non-decomposable container used for human cremains or partial human remains burials.

Partial human remains means bones, bone fragments or amputations.

Community/public columbaria means the columbarium's located south of Highland Abbey Mausoleum.

(Ord. No. 3891, § 1, 2-16-2010)

Cross reference - Definitions generally, § 1-2.

Sec. 26-32. - Jurisdiction of city.

(a) The police power of the city and of its officers is hereby extended so as to include all of the cemetery grounds for the purposes of the governmental control thereof.

(b) All cemetery inquiries shall be directed to city personnel.

(Ord. No. 3891, § 1, 2-16-2010)

State law reference - Extraterritorial enforcement of cemetery ordinances, K.S.A. 14-307.

Sec. 26-33. - Sexton.

The city manager shall appoint a sexton of the cemeteries pursuant to the personnel policies of the city. The sexton shall be in charge of and exercise control of the cemeteries of the city under the supervision and direction of the city manager. He shall:

- (1) Attend to and/or schedule cemetery personnel to the opening and closing of all graves.
- (2) Carry out all ordinances of the city relating to such cemeteries.
- (3) Have the exclusive use, control and management of all water hydrants and all hoses used for watering purposes in such cemeteries.
- (4) Have the authority to set up a false burial site or delay burial for graveside services if he determines that adverse weather or ground conditions would prevent a clean entry and exit of cemetery equipment to the correct burial site or prevent a proper burial at the time of interment or could cause injury to city staff.
- (5) Maintain all graves and related areas in good condition.
- (6) Perform all other work necessary for the keeping of such cemeteries in good condition.
- (7) May move stones placed in the wrong place or placed incorrectly.
- (8) May move stones, monuments, foundations, fixtures, etc., without prior notice to the owners to gain access to another grave.

(9) May move military markers placed at the foot of a grave to the proper location adjacent to the primary headstone when deemed necessary.

(10) May trim and/or remove trees/shrubs/flowers to gain access without prior notice to the owners in order to gain access to another grave.

(11) At any time may change or establish additional rules and regulations, with the approval of the city manager.

(Ord. No. 3891, § 1, 2-16-2010)

Sec. 26-34. - Advisory committee.

The management of the cemeteries shall be under the direction of the city manager, who may appoint an advisory committee for such purposes as he deems advisable. The city clerk and the sexton shall make such reports to the governing body as may be required. In the absence or disability of the sexton, the city manager may designate a person to supervise the opening and closing of burial sites.

(Ord. No. 3891, § 1, 2-16-2010)

Cross reference - Boards and commissions, § 2-301 et seq.

Sec. 26-35. - Sale of burial sites.

(a) Lots, spaces, and crypts may be sold for burial purposes only, Certificate of Ownership shall be issued by the mayor and the city clerk under the seal of the city. Certificate of Ownership guarantees the "Burial Rights" to the space/s purchased, not the ownership of the land.

(b) In all cemeteries, a maximum of ten spaces, and/or two columbarium niches shall be sold to one person

(c) The fees for all cemetery-related charges shall be fixed by ordinance. The fee schedule is as provided for in the Comprehensive Fee Schedule. The fee schedule may be amended from time to time by the governing body.

(d) At the time of sale of places of interment, 67 percent of such proceeds shall be deposited in the general fund, and 33 percent of such proceeds shall be deposited in the cemetery improvement fund.

(e) Reservation of columbarium niches: At the time of sale of columbarium niches, 67 percent of the proceeds will be deposited into the general fund and the remaining 33 percent of the proceeds will be deposited into the cemetery improvement fund.

(f) If an owner desires to sell or otherwise dispose of an interment area, the city shall have first option to purchase at the original purchase price.

(g) Spaces may be exchanged upon payment of a transfer fee as provided for in section 26-37, except that spaces in other areas of the cemeteries cannot be exchanged for spaces in blocks N and O of HC.

(h) Prior to assignment of spaces to another individual, the city clerk shall be provided with satisfactory release of interest by all affected parties.

(Ord. No. 3891, § 1, 2-16-2010)

Sec. 26-36. - Pre-need payment.

A pre-need payment for opening and closing of a grave site according to the fee schedule shall be deposited into the cemetery improvement fund. At the time of the required pre-need service, the cemetery improvement fund shall transfer the individual's original payment to the general fund for payment for the opening and closing of the grave site. No refunds of a pre-need payment shall be given. This includes pre-need reservation of niches in the public columbaria.

(Ord. No. 3891, § 1, 2-16-2010)

Sec. 26-37. - Fees; mistakes in orders or instructions.

(a) The charges for the purchase of cemetery spaces and services performed shall be as fixed in the Comprehensive Fee Schedule

(b) The city and its employees and agents, including but not limited to the city manager and the governing body of the city, both individually and as a group, shall not be held responsible for any order given by telephone or for any mistake resulting from the lack of, or error in, the instructions regarding a particular space, or in the size or location of a burial site.

(Ord. No. 3891, § 1, 2-16-2010)

Sec. 26-38. - Use of spaces.

The permitted uses for spaces are as follows:

- (1) Single adult/or child interment.
- (2) Double infant interment.
- (3) Interment of three cremains.
- (4) Single interment and two cremains. (Providing there is enough room between the top of the underground vault and the grounds surface. In the event there is not enough room, additional spaces will need to be purchased.)
- (5) Only one upright stone allowed on a space with multiple burials, additional stones/monuments/markers will need to be set within a foundation, flush and ground level.

(Ord. No. 3891, § 1, 2-16-2010)

Sec. 26-39. - Burial records and requirements.

(a) The city clerk, upon payment of such fees as provided for in the Comprehensive Fee Schedule for opening and closing of a grave and upon receipt of satisfactory information as required in this article, shall issue a burial record, which shall contain the following items as a minimum:

- (1) The name, age, and sex of the deceased.
- (2) The date and place of birth and date and place of death of the deceased person.
- (3) The space, lot, block, division, row, section, and name of the cemetery in which the interment is to be made.
- (4) The name of the owner of such space and the name and address of the person at whose request such burial record is issued.
- (5) The number and date of the burial record.

(b) A burial record shall not be issued if the space is owned by any person other than the deceased or the applicant for the burial record, unless the city clerk is satisfied by the funeral director that it is satisfactory to do so. In the event of the owner's death or incapacity, the burial record shall be issued upon the furnishing of the information and payment of the fees as provided for in the Comprehensive Fee Schedule. Graveside services will be allowed without prior authorization by the city manager or his designee, provided arrival at the cemetery is no later than 2:00pm on weekdays. All Saturday services must be scheduled to arrive through cemetery gates no later than 12:00pm.

(c) All services and burials must be arranged through the cemetery records office during normal business hours.

(d) No service or burial can be scheduled before 12:00 noon on the day following a city-observed holiday.

(e) The City of Winfield must be notified of a Saturday service no later than the preceding Thursday at 12:00pm. All the service information must be given to the cemetery records clerk by this deadline. Failure to meet deadline will result in rescheduling of service.

(f) The city of Winfield must be notified of a Monday service no later than the preceding Thursday at 4:00pm. All the service information must be given to the cemetery records clerk by this deadline. Failure to meet deadline will result in rescheduling of service.

(g) Sundays and Holidays: No interment or disinterment/disinurnment shall be scheduled on a Sunday or City observed holidays.

(Ord. No. 3891, § 1, 2-16-2010)

Sec. 26-40. - Lot records.

(a) It shall be the duty of the city clerk to maintain a cemetery lot record, which shall contain the following information:

- (1) The names of all persons who have purchased any space in each cemetery and the description thereof.
- (2) The date of purchase.
- (3) The purchase price.
- (4) The number of the Certificate of Ownership or transfer of ownership.

(b) The city clerk shall issue the burial records in chronological order, which shall be part of the permanent records of the city. The sale of spaces and other records of interment which have heretofore been made by the city are hereby ratified and confirmed.

(Ord. No. 3891, § 1, 2-16-2010)

Sec. 26-41. - Exhumations.

(a) Any person desiring to open any grave to exhume remains that may be buried in the public cemeteries shall first deposit with the city clerk the fee as provided for in the fee schedule. There shall not be any grave opened or remains exhumed before a record is obtained from the city clerk.

(b) No person shall, without written authority from the county coroner or an order from the appropriate court and in compliance with the laws of the state, open any grave to exhume any remains or personal items.

(Ord. No. 3891, § 1, 2-16-2010)

Sec. 26-42. – Disinterments/disinurnments and reinterments.

- (a) Any person desiring to disinter remains to be reinterred in any other part of any cemetery shall first deposit with the city clerk the fee as provided for in the fee schedule. There shall not be any grave opened or remains disinterred before a record is obtained from the city clerk.
- (b) For such remains to be reinterred in any other part of any cemetery, the record shall conform as nearly as possible to the original burial record.
- (c) The city shall have the right to correct any errors that may be made by the city in interments or disinterments/disinurnments, or in the description or transfer of any interment area, by selecting an interment area of equal value and similar location, or, at the sole discretion of the governing body of the city, by refunding the amount of money paid for the purchase. In order to correct such an error, the city shall have the right to remove the remains where appropriate without any liability.
- (d) Disinterments/disinurnments will be done during the normal working hours of cemetery personnel.
- (e) No disinterments/disinurnments will take place on Saturdays, Sundays, or on city-observed holidays unless ordered to do so by a court of law.
- (f) The sexton shall determine time and day the disinterment/disinurnment will take place according to cemetery personnel workload and weather conditions.
- (g) The cost of disinterment/disinurnment in the fee structure is the fee charged by the City of Winfield only. Additional fees may apply from monument/vault companies, funeral directors, or to replace a damaged burial vault, concrete box, casket or headstone/monument. The City of Winfield is not responsible for any damages to headstones/monuments, burial vaults, caskets or cremation containers during a disinterment/disinurnment directly or otherwise.

(Ord. No. 3891, § 1, 2-16-2010)

Sec. 26-43. - Vault or casket enclosures.

- (a) In every earth interment, the casket shall be enclosed in a vault or box constructed of concrete, steel, polypropylene or fiberglass. The use of wooden boxes is prohibited.
- (b) All cremains not placed in the Remembrance Garden shall be enclosed in a non-decomposable container and interred in a space, enclosed in a personal cremation bench used as the primary headstone, a private individual columbarium or in a public columbarium.
- (c) Cremation containers will not be disinurned to add additional cremations. One, two, or three cremations (depending on how many burials are already on the space) may be placed in a cremation container at once for burial.
- (d) All other ordinances concerning disinurnments from a city owned columbarium are covered in Columbaria Rules and Regulations.

(Ord. No. 3891, § 1, 2-16-2010)

Sec. 26-44. - Scattering of cremains.

It shall be unlawful to scatter cremains in any city cemetery. Cremains may be deposited into the

cremation common depository (ossuary) located in Remembrance Garden after making the proper arrangements through the cemetery records office. (block N, row J, space 243).

(Ord. No. 3891, § 1, 2-16-2010)

Sec. 26-45. - Markers, containers, and permanent floral display fixtures.

(a) No monuments, containers, urns or permanent floral display fixtures shall be placed in HC, block N, restricted area, also known as Memorial Lawn Area. Ground-level stones or markers with inverted vases mounted and a permanent part of the stone or marker are allowed.

(b) In all cemeteries except HC, block N, restricted area, owners of spaces may, at their own expense, erect grave markers, stones, monuments, containers or approved permanent floral display fixtures, provided they are set in a foundation to ensure permanence of location and position. They shall be installed in such a manner as to not interfere with the cemetery maintenance. Any inappropriately placed fixtures that are damaged during maintenance shall be repaired or replaced at the owner's expense. Nothing erected shall be offensive in nature or detract from the dignity of a place of burial or constitute a hazard to cemetery personnel or the public.

(c) Any owner, heir, or assign shall maintain, in good repair, at his expense, any grave marker, stone, monument, container or approved permanent floral display fixture that has been erected. If such items fall into disrepair or become damaged beyond repair, he shall remove them after written notice by the sexton. If the sexton is unable to locate the owner, heir, or assign, or he fails to respond to such notice, the sexton may proceed with such removal. The sexton shall ensure that all graves are marked.

(d) All stones and military markers in all the cemeteries shall be installed with a concrete foundation a minimum of six inches deep and flush with the ground level, and should be large enough to include a six-inch apron on all sides.

(e) The length of a headstone/monument/marker including the foundation shall not be longer than the width of the grave space/s.

Single space - four feet in length

Double space - eight feet in length

(f) Only one aboveground or upright headstone/monument/marker (primary) is allowed on a single/double space. Any additional markers will be set directly adjacent to the primary headstone, centered, graveside and ground level within a foundation, including military markers used as a second marker.

(g) Military markers used as second markers with individual mausoleums shall be installed at ground level at the opposite end of the grave from the nameplate.

(h) Persons installing any headstone/monument/marker/foundations will be responsible for cleanup of worksite and removal of excavated dirt. No loose concrete, lumber or dirt will be left at the worksite or along roadsides. Any tire ruts or ground damage will be repaired by the installer. Prior approval must be obtained by the sexton for delivery vehicles to drive on other than a designated roadway.

(i) Before any headstones/monuments/markers including military markers can be set, the on-line Monument Setting Request Form must be completed and submitted with all the information on the form completely filled out. Proof of Ownership must be proven before headstones can be set. If

the person purchasing a headstone does not own the burial space the stone is to be set on, then the Monument Setting Permission Form must be completed and submitted to the cemetery sexton. A two-business working day notice to the sexton is required before setting any headstones/monuments/markers/foundations. Location flags will be left in place for five days before removed. Additional fees may be added if the sexton has to remark the location. Any incorrect installations may be moved after written notice is given to the owner or heir. Due diligence shall be followed to contact the owner.

(j) All headstone/monument/marker/foundation installations shall be done during those hours when cemetery personnel are on duty. Monument/headstone/foundation setting will not be allowed one week prior to and including Memorial Day.

(k) Benches are not allowed other than in conjunction with a tree memorial donation, providing there is enough room for bench placement.

(l) Benches bearing a surname may be used in place of and will be considered the primary headstone/monument/marker. Any additional headstone/monument/markers will be set ground level and within a foundation. Benches used with a tree memorial, or as a primary headstone shall be constructed of granite and set on a concrete foundation. Benches constructed of concrete will not be allowed. Any existing concrete benches will be grandfathered until it becomes deteriorated, then it will be removed by cemetery personnel without notice. The cemetery sexton will have final decision on bench placement.

(m) Additional specifications and/or rules and regulations may be established by the sexton, with the approval of the director of parks and public lands, and may be implemented if deemed necessary for the proper location and setting of headstones/monuments/markers.

(n) The City of Winfield will not be held responsible for mistakes, or damages made by a headstone/monument/vault company or funeral home/service.

(O) The City of Winfield expressly disclaims all responsibility for loss or damage from causes beyond its reasonable control including but not limited to thieves, vandals or natural causes or disasters. The City of Winfield assumes no responsibility for headstones/monuments, benches, memorials of any kind, flowers, decorations, vases, urns, or other property on any interment space. Owners should make arrangements with their personal insurance carriers regarding any damaged or stolen personal property such as headstones/monuments, memorials, vases and urns or other property in any city owned cemetery.

(Ord. No. 3891, § 1, 2-16-2010)

Sec. 26-46. - Artificial flowers and decorations.

(a) Artificial flowers in approved permanent display fixtures are permitted in city cemeteries year-round unless they become faded, broken, or deteriorated. The sexton shall be authorized to remove and dispose of these items if they are not removed by the owner. No notice shall be required to be given to the owner by the sexton to remove or dispose of such items.

(b) Artificial flowers, not in an approved permanent display fixture, may be placed on and adjacent to graves only during the period from November 1 to the following April 1.

(c) Memorial Day decorations are permitted one week before until one week after Memorial Day. If not removed by the owner, the sexton shall be authorized to remove and dispose of those items.

(d) Toys, statues (concrete or otherwise), unsightly objects, glass jars, glass vases, stakes and wires, tin containers and unapproved containers including concrete planters will not be allowed as grave decorations. Such items will be removed and disposed by cemetery personnel without notice. Any concrete statues or concrete planters already set with a foundation will be grandfathered until they become deteriorated then the sexton will remove without notice.

(e) The concrete foundation around the headstone/monument/marker is a mowing flange and should not be used for decoration purposes. Items found left on the mowing flange will be removed and disposed of by cemetery personnel.

(f) All winter decorations, artificial flowers, solar lights and all other decorations placed in or on the ground will be removed and disposed of by cemetery personnel beginning April 1 in preparation for the upcoming mowing season. Winter decorations, artificial flowers, solar lights and all other decorations will be allowed in and on the ground from November 1 to April 1.

(g) Christmas decorations may be disposed of by sexton cemetery personnel beginning February 1, if not removed by the owner.

(h) Only one shepherds hook will be allowed per space. They will be placed as to not interfere with regular cemetery maintenance or pose a safety hazard to the public or cemetery personnel. Cemetery personnel may relocate or remove shepherds hooks when deemed necessary. Shepherds hooks will not be allowed to be installed in a concrete foundation.

(j) Any item placed on any grave that is deemed offensive, improper, or injurious will be removed without notice (examples include: alcohol containers, shotgun, rifle or pistol cartridges, knives, tools, ect.).

(Ord. No. 3891, § 1, 2-16-2010)

Sec. 26-47. - Planting of flowers, trees and shrubs.

(a) All flower plantings in city cemeteries must be within six inches of the headstone, and planted directly in the ground, excluding any pots or containers.

(b) Planting of trees and shrubs is prohibited, except upon approval and placement by the sexton. Once planted, the owner shall be responsible for the general care and upkeep of such trees and shrubs; except that the sexton may trim and prune at his discretion. Trees and shrubs which die or must be removed to prepare a grave site shall be removed and disposed of by the sexton. No trees or shrubs which bear thorns shall be permitted. Any thorned tree, shrub, or rosebush planted prior to the adoption of the ordinance from which this article is derived shall be grandfathered for the life of the plant, provided they are kept reasonably trimmed.

(c) Live cut flowers, artificial flowers, wreaths, and floral frames will be permitted on a grave for five days immediately following the date of interment of the deceased regardless of the time of year. Cemetery personnel will dispose such items without notice.

(d) Cemetery personnel do not accept responsibility for and shall not be held liable for any disposal or return of any temporary decoration, permanent decoration, flowers, trees, or shrubs that were installed without approval or against city ordinance.

(Ord. No. 3891, § 1, 2-16-2010)

Cross reference - Vegetation, ch. 82.

Sec. 26-48. - Curbs, edging, borders, fences, railings and other structures.

(a) No curbs, curbing, or borders shall be permitted in the city cemeteries after March 4, 1996. Should existing concrete curbs, curbing, or borders fall into disrepair or become otherwise deteriorated, it shall be the duty of the sexton to remove them after written notice to the owner. Landscape timbers or edging of any kind is prohibited, regardless of material is not allowed (natural rock, concrete edging, wood, metal, plastic, fiberglass ect.) and will be removed and disposed by cemetery personnel immediately without notice.

(b) No fences, railings or structure of any kind whatsoever shall be erected in any cemetery. All existing railings and structures heretofore erected may be allowed to remain so long as they shall be kept in a good state of repair. Should they fall into disrepair or become otherwise deteriorated, it shall be the duty of the sexton, after providing written notice, to remove the railing or structure from the cemetery.

(c) Ornamental rock will not be permitted as a substitute for turf.

(Ord. No. 3891, § 1, 2-16-2010)

Sec. 26-49. - Approval required to erect monuments.

Any owner who shall desire to erect any monument in any cemetery, to be composed entirely of metal, stone, marble, or granite, may be allowed to do so upon the approval of the plans and designs therefor by the city manager or his designee. Approval shall be given upon a finding that the monument will comply with all laws and ordinances will not be out of character for the area in which it is to be placed and will not endanger public safety.

(Ord. No. 3891, § 1, 2-16-2010)

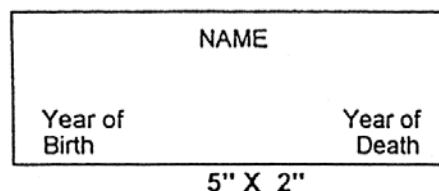
Sec. 26-50. - Marker specifications for Highland Cemetery restricted area.

Markers in the New Division, HC restricted area shall be flush with the ground and shall have a concrete base six inches deep which shall extend six inches beyond the sides and ends of the marker. The marker shall be 20 inches by ten inches (L × W) and shall be for urn/cremains vault burials only.

(Ord. No. 3891, § 1, 2-16-2010)

Sec. 26-51. - Use of Remembrance Garden Ossuary

The Remembrance Garden area of Highland Cemetery (block N, row J, space 243) shall be used to place cremains in the common depository (ossuary) in the Remembrance Garden. A memorial plaque may be purchased and caused to be placed on the Monument of Remembrance as follows:



Memorial Plaque

(Ord. No. 3891, § 1, 2-16-2010)

Sec. 26-52 – Columbaria

- (a) All arrangements for inurnments into a city owned columbarium must be made through the cemetery records clerk at City Hall during normal business hours. Inurnments will not be allowed until all fees are paid in full and the cemetery clerk has issued a burial record.
- (b) The City of Winfield will be responsible for repairs to the columbarium. The Cemetery Department will take all reasonable care to ensure the safety of interred cremains. However, the City of Winfield will not be held responsible for the loss or destruction of interred cremains due to vandalism, acts of nature or any unforeseen circumstance.
- (c) The owner(s) acknowledges that they are purchasing the right of inurnment only and the city retains ownership of the columbarium. By its design and construction, the niche may not be weatherproof nor corrosion proof. No warranty, representation or agreement is or can be made concerning the effects of weather, exposure, or time upon remains inurned in a niche.
- (d) It shall be the responsibility of the owner(s) to keep the City advised at all times of the current mailing addresses of themselves, the person for whom the niche is purchased for, and of the next of kin of the designee. The owner(s) will normally be the individual that the City would contact for any reason. Owner(s) acknowledges that the City has no such responsibility.
- (e) If the person(s) to be inurned is not the owner of the columbarium niche, the owner must authorize the inurnment in writing and such authorization must be notarized and submitted to the cemetery records clerk.
- (f) The purchase of a columbarium niche shall include inurnment of an individual and/or companion urn. Opening and closing fees separate. Dawson Monument Company will determine all engraving fees.
- (g) All inurnments shall be made during normal cemetery hours. No inurnments shall be performed after 4:00pm weekdays, after 12:00am on Saturdays or on Sundays or City observed holidays.
- (h) Columbarium niches shall be only used for the inurnment of human remains. Cremated animal remains, valuables, flowers or other keepsakes will not be allowed to be placed into a columbarium niche.
- (i) Niche opening and closings will be only be done by the City of Winfield. Any other person attempting to gain access into a columbarium niche will be prosecuted under state and local laws. Any acts of vandalism will also be prosecuted under state and local laws.
- (j) Niche urn requirements –
 - 1. The permitted use for single columbarium niches is as follows: 12"x 11"x11" deep
 - i. One urn (single or companion) - size not to exceed 10"x10"x10".
 - ii. Two small individual urns - Size restrictions apply
 - 2. The permitted use for double columbarium niches is as follows: 12"x23"x4" deep (Tall x Wide x Deep)
 - i. One companion urn – size not to exceed 10"x20"x3.5"
 - ii. Two small individual urns – Size restrictions apply

3. The container for cremated remains to be inurned shall be of a non-corrosive metal, water insoluble material (no cardboard boxes and no plastic bags). It is the responsibility of the owner of the niche and/or the representative of the owner to make sure that the urn/s used will fit into the columbarium niche. The sexton and/or his representative shall have full authority to refuse to accept for inurnment any receptacle deemed unsuitable due to the material urn is made of and/or the size of urn. Size restrictions apply.
 4. The City of Winfield must be notified at the time a single niche is purchased; if the niche is to be used for one or two urns. If the City of Winfield was not informed of the second urn at the time of purchase, a second urn will not be allowed to be placed into the niche in question at a later date.
 5. When two cremains are placed in the same approved container, they shall be considered as two inurnments even though they are in one container.
- (k) To maintain the columbarium in a uniform manner, the City of Winfield must approve the plans and design before a niche cover can be engraved. Only name, birth date and death date and one small symbol above the name will be allowed. The Small Veterans Medallion (Dimensions: 2" W, 1 1/2" H, 1/3" D) available through the Veterans Administration may be used in place of a symbol. To recognize Veterans one line (underneath the veteran's birth/death dates) will be available for the Veterans service. The spouse of a veteran may have one line below D.O.D. for an inscription (Ex: Loving Mother, Loving Wife and Mother, Loving Husband, ect). If neither spouse was a veteran, both may have one line under the D.O.D. for an inscription. Only one font pattern will be allowed on all niche covers. Niche covers are not required to be engraved. Engraving of the niche cover is allowed before interment of the cremains. A temporary replacement cover will be installed by the City of Winfield until the engraved cover is returned.
- (l) All engraving shall be done by Dawson Monument Company. The owner of the niche and/or the representative of the owner are responsible for making sure spelling and dates are correct. The City of Winfield will not be held responsible for any misspellings and/or wrong dates engraved onto a niche cover.
- (m) No ornamentation of any kind allowed on the Columbarium.
- (n) No vases, decorations, flowers, solar lights, toys etc. will be allowed to be affixed to the front of the niche face plate, the sides or on the top of the columbarium.
- (o) Funeral flowers and/or decorations may be placed on the ground, at the base of the columbarium at the time of the funeral and will be removed in 5 days or until they become unsightly or deteriorated. The City of Winfield will assume no responsibility for the safekeeping of any floral memorial or container.
- (p) The City of Winfield reserves the right to remove any such ornamentation or correct any such alteration at the expense of the niche owner.

- (q) Artificial flowers and decorations will be allowed to be placed on the ground around the columbarium from November 1st to April 1st. If the area around the columbarium becomes too congested, at the discretion of the sexton, items may be removed and discarded by cemetery personnel without notice.
- (r) There shall be no planting of any flowers, shrubs, vines or trees in the columbarium area except by cemetery personnel.

Sec. 26-53 – Columbaria Disinurnment

The removal of cremains from a columbarium shall comply strictly with the following provisions:

- (a) The person(s) wishing to remove cremains must have a legal right to manage the cremains and must be next of kin.
- (b) The person(s) wishing to remove cremains must provide acceptable proof of identity, as determined by the City of Winfield.
- (c) The request for removal of cremains must be approved by the surviving spouse of the decedent. If there is no surviving spouse, the removal of cremains must be approved by all living children of the decedent. If there are no living children, the removal of cremains must be approved by all living parents of the decedent. If there are no living parents, the removal of cremains must be approved by all living siblings of the decedent. In any case, a notary public must confirm each individual signature.
- (d) The request for cremains removal must be approved by the City of Winfield.
- (e) If satisfactory documentation is not provided to remove cremains, the City of Winfield will deny the request for cremains removal and the decision will be final.
- (f) The request for removal of cremains must be accompanied by the payment of all costs incurred by the City of Winfield associated with cremains removal.
- (g) The Cemetery Records Clerk shall amend the records to reflect the removal of the cremains.
- (h) The applicant must indemnify and hold harmless the City of Winfield from any and all actions which may result from the disinurnment.

Sec. 26-54 – Columbaria Transfer of Niche Reservation

- (a) Niche reservations shall not be transferred without first obtaining the approval of the City of Winfield. If a niche owner desires to transfer reservation of a niche which has been engraved, the owner of said niche must pay for the replacement of the niche cover (Note: one cover front panel covers four niches). If the cover front panel of the niche being transferred has engraving on any of the remaining three niche covers, the owner of the

niche (or heirs requesting transfer) must cover the cost of the new cover front panel and the costs of re-engraving the other remaining niche covers.

(b) The transfer fee and/or additional fees shall be paid prior to administering and recording an approved transfer.

(c) Any City of Winfield ordinances or cemetery rules and regulations not in conflict with the above agreement shall also be in effect.

Section 2. Severability. Any provision of this Ordinance which shall be declared invalid shall not affect the validity and authority of any other provisions of this Ordinance.

Section 3. Repealer. Previous Sections 26-31 through 26-51 of the Municipal Code are hereby repealed.

Section 4. Effective Date. This Ordinance shall be in full force and effect on January 1, 2020 and after its publication in the official city newspaper.

ADOPTED this 21st day of December 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



Request for Commission Action

Date: 12/15/20

Requestor: Taggart Wall, City Manager

Action Requested:

Approve an editing ordinance to establish a Comprehensive Fee Schedule for various fees that the City charges for services rendered.

Analysis:

For several years, the governing body and staff have discussed consolidating fees/charges for service that are peppered throughout the Code into one uniform listing. To accomplish that, the attached ordinance makes changes to the Code and creates a Comprehensive Fee Schedule to be adopted annually by resolution. This does not apply to utility rate making. During this process, several fees were also reviewed and adjusted to reflect the cost of business (labor, equipment and materials).

Fiscal Impact:

Codebook revisions per contract.

Attachments: Ordinance, Comprehensive Fee Schedule.

(First published in the Cowley Courier-Traveler on Thursday, December 24, 2020)

BILL NO. 20102

ORDINANCE NO. 4149

AN ORDINANCE

AMENDING Chapters 2,6,10,18,22,26,30,34,50,54,58,62,66,70,74 of the revised ordinances of the City of Winfield, Kansas relating to various prescribed fees and setting forth a new Comprehensive Fee Schedule.

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

Section 1. Sections 34-26, 34-10, 34-18, 34-22, 34-26, 34-34, 34-50, 34-54, 34-58, 34-62, 34-66, 34-70, 34-74, of the Code of Ordinances, City of Winfield, Kansas, are hereby repealed and left in reserve; and

Section 2. Any instances in sections of the Code of Ordinances of the City of Winfield, Kansas in Chapters 2,6,10,18,22,26,30,50,54,58,62,66,70 and 74 which reference chapter 34 shall be amended to read “the Comprehensive Fee Schedule”.

Section 3. A new Section 34-2, shall be adopted to read as follows:

Sec. 34-2.- Comprehensive fee schedule

- (a) A comprehensive fee schedule shall be annually adopted by resolution setting forth, by reference, various fees of the Code of Ordinance, City of Winfield, Kansas.

Section 4. Section 34-78, Paragraphs (a), (b), (c) and (d) of the Code of Ordinance, City of Winfield, Kansas, are hereby repealed and a new Section 34-78, Paragraphs (a), (b), (c) and (d) shall be adopted to read as follows:

- (a) Connection and Deposit charges. The fees required or referenced in section 78-1 are as set forth in the Comprehensive Fee Schedule
- (b) Charge for connections after hours, weekends and holidays. The fee required or referenced in section 78-2 is as set forth in the Comprehensive Fee Schedule.
- (c) Disconnection or reconnection due to nonpayment of bills. The fees required or referenced in section 78-6 are as set forth in the Comprehensive Fee Schedule.
- d) Charge for bulk water. The charges referenced in section 78-111 are as follows:

(1) Minimum charge for water: \$10.00 for 2,000 gallons or any portion thereof; \$5.00 per 1,000 gallons thereafter.

(2) Service fee for installation of special meter for fire hydrant as set forth in the Comprehensive Fee Schedule.

Section 5. This ordinance shall be in full force and effect from and after its adoption and publication in the official city newspaper.

ADOPTED this 21st day of December 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

ESTABLISHING a Comprehensive Fee Schedule for various services provided by the City of Winfield, Kansas.

WHEREAS, the city provides various services at costs that are not adopted in the Winfield City Code; and,

WHEREAS, costs to provide these services shall be chargeable to the recipient for services provided.

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

Section 1. Comprehensive Fee Schedule Adopted by Reference

As set forth in the Code of Ordinances of the City of Winfield, Kansas, attached to and included as part of this resolution by reference, is the City of Winfield, Kansas Comprehensive Fee Schedule

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

ADOPTED this 21st day of December, 2020.

(SEAL)

Philip R. Jarvis, Mayor

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager

Comprehensive Fee Schedule



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Alcohol / Liquor

A. Alcoholic Liquor/Enhanced CMB

- a. Enhanced Cereal Malt Beverage Retail License
 - i. General Retailer, per each tavern or place selling Enhanced CMB at retail.
Per Calendar Yr.....\$100.00
 - ii. Limited Retailer. Per each place selling only CMB in original unopened
containers, and not for consumption on premises.....\$ 50.00
 - iii. Temporary CMB Retail License per day.\$ 25.00
- b. Temporary Permit for Selling or Serving Alcoholic Liquor per day\$ 25.00
- c. Caterer's License for Selling or Serving Alcoholic Liquor\$100.00
- d. License for Class B Clubs per calendar yr.\$250.00
- e. Drinking Establishment License\$250.00

Animals

A. Animals

a. Keeping Animals

- i. Initial Permit\$50.00
- ii. Renewal Permit\$10.00

b. Dog and Cat Registration Fees

- i. Male or female (neutered).....\$ 10.00
- ii. Male or female (sexed)\$ 20.00
- iii. Late Fee for Registration\$ 1.00

c. Impoundment Fees

- i. Impound fee for each animal\$ 15.00
- ii. Daily boarding fee for each animal.....\$ 10.00

1. A daily boarding fee will be assessed for each day, or portion of a day, the animal is boarded at the City of Winfield animal shelter. In addition, any charges incurred against the impounded animal will be assessed to the owner of said animal.

2. A daily boarding fee will be assessed for each day, or portion of a day, the animal is boarded at the CCHSS.

In addition, any charges incurred against the impounded animal will be assessed to the owner of said animal.

The City of Winfield animal control officer or his designee(s) shall collect all fees and charges assessed by the City of Winfield and shall collect, on behalf of the CCHSS, all fees and charges assessed by CCHSS on the impounded animal before such animal is authorized for release. Such fees collected by the City of Winfield on behalf of the CCHSS shall be paid to CCHSS.

3. The animal control officer or his designee(s) shall have the authority to impound an animal at either the City of Winfield animal shelter or the CCHSS. They shall also have the authority to move an animal from one facility to another, at their discretion.

Aquatic Center

A. Admission

a. Age 0-4	\$ 00.00
b. Age 5-13	\$ 2.50
c. Age 14-61	\$ 3.75
d. Age 62+	\$ 2.50
e. One book of twenty coupons.....	\$ 20.00
f. Five books of twenty coupons.....	\$ 80.00
g. Coupons for entry	
i. Age 5-13.....	\$ 2.00
ii. Age 14-61.....	\$ 3.00
iii. Age 62+.....	\$ 2.00

B. Private Rental

a. Two-hour Pool/Slides (non-peak hours)	\$ 300.00
b. Two-hour Splash-pad rental (non-peak hours).....	\$ 150.00
c. Cabana @ Splash-pad (two hour during open hours)	\$ 50.00

Broadway Recreation Complex

A. Miscellaneous

a. Marking of Football Field (per season)	\$ 500.00
b. Preparation of Baseball and Softball Field (per application)	\$ 45.00
c. Quick Dry Application (per bag).....	\$ 15.00
d. Lights (per hour).....	\$ 10.00
e. Chalk (per bag)	\$ 4.00

Buildings/Building Construction

- A. Residential Construction Permit
 - i. Building permit fee for reroofing of structure when the amount of roofing material to be installed is 100 square feet or more: \$ 15.00
 - ii. Building permit fees for new construction, additions and remodel.
 - 1. 35% of Table 1A of the Adopted International Building Code
- B. Commercial and Industrial Construction Permit
 - i. Building permit fee for reroofing of structure when the amount of roofing material to be installed is 100 square feet or more: \$ 25.00
 - ii. Building permit fees for new construction, additions and remodel.
 - 1. 45% of Table 1A of the Adopted International Building Code
- C. Commercial Plan Review25% of Building Permit
- D. Demolition Permit.....\$.02/Sq. Ft.
- E. Electrical Inspection
 - a. Inspection and approval of temporary construction pole..... \$ 20.00
 - b. Inspection of electric service replacement or upgrade..... \$ 20.00
 - c. New construction, remodel or additions to structures \$.05/Sq. Ft.
 - d. Inspection of additions of circuits, specialty devices or equipment to existing wiring or service \$ 20.00
- F. Plumbing Inspection
 - a. Permit fee for any plumbing procedure or sewer work \$ 20.00
 - i. Plus inspection fee for each fixture in connection therewith.... \$ 4.00
 - 1. Fixtures shall include but not be limited to: sinks, showers, tubs, water closets, urinals, laundry fixtures, dishwashers, hose bibs, etc.
 - b. Other
 - i. Sewer replacement inspection..... \$20.00
 - ii. Waterline replacement inspection \$ 10.00
 - iii. Hot water heater replacement inspection \$ 20.00
 - iv. Septic system inspection \$ 30.00
 - c. Mechanical
 - i. New Construction and Installation
 - 1. Permit..... \$ 20.00
 - 2. Installation per appliance..... \$ 4.00
 - a. (Forced air furnace, or air conditioning system, boilers, air handler, evaporating cooling system, unit heaters, ventilation and exhaust systems, incinerators, floor furnace.)
 - 3. Existing appliance replacement \$ 10.00
 - a. (Forced air furnace, or air conditioning system, boilers, air handler, evaporating cooling system, unit heaters, ventilation and exhaust systems, incinerators, floor furnace.)

- d. Fuel Gas Inspection
 - i. New Construction and Installation
 - 1. Permit..... \$ 20.00
 - 2. Installation per fuel outlet..... \$ 4.00
- e. Moving Buildings.....\$ 25.00
- f. Violation Penalties\$100.00 + Double Building Construction Permit Fee
 - i. Any person who commences construction, alterations, repairs or moving of a building or structure without first obtaining a permit as required by the applicable code
- g. Contractor Licensing
 - i. A separate business license is not required for contractors engaged in more than one building trade, provided the bonding and insurance requirements are met for all building trades under one business license.
 - ii. Renewal fees are due and payable January 1 and must be paid no later than January 31. Persons not renewing by January 31 shall have their certificate placed on non-renewal status and after the second year of non-renewal status shall be regarded as new applicants for examination and certification by the board.

iii. Business

	Initial	Renewal
Electrical/Plumber/Mechanical	\$200.00	\$100.00
General Contractor	\$400.00	\$200.00
Building/Residential Contractor	\$200.00	\$100.00
Limited Specialty	\$150.00	\$ 75.00

iv. Master Certificate

	Initial	Renewal
Electrical/Plumber/Mechanical	\$100.00	\$ 50.00

v. Journeyman Certificate

	Initial	Renewal
Electrical/Plumber/Mechanical	\$ 60.00	\$ 30.00

Businesses

A. License for Circus or Carnival	\$ 50.00
B. Taxicab Business	\$ 50.00/yr
a. Taxicab Operator	\$ 20.00/yr.
C. Permit for Miscellaneous Sales	\$ 1.00
D. Peddler's License	\$ 50.00
E. Mobile Food Vendor	
a. One week	\$ 25.00
b. One month	\$ 50.00
c. Six months	\$ 200.00
d. Annual	\$ 400.00
F. Tree/Shrub Trimming or Tree/Shrub Removal or Tree/Shrub Treatment	\$ 25.00

Cemetery

A. Cemetery Spaces	
a. Adult	\$ 500.00
b. Child	\$ 200.00
c. Infant	\$ 00.00
d. Cremation Spaces- Cremation Containers	\$ 250.00
B. Opening and Closing Costs	
a. Adult	\$ 500.00
b. Child (8 yrs and younger).....	\$ 200.00
c. Infant (1 yrs and younger)	\$ 00.00
d. Cremation Container 12" X 12" X 12" and smaller.....	\$ 300.00
e. Cremation Container larger than 12" X 12" X 12"	\$ 400.00
f. Remembrance Garden Ossuary (Co-mingling)	\$ 200.00
C. Surcharges	
a. Surcharge for service arriving after 4:00p.m. (weekday).....	\$ 400.00
b. Surcharge for service arriving after 12:00p.m. (Saturday).....	\$ 400.00
c. Surcharge for Saturday	\$ 400.00
D. Disinterment	
a. Disinterment	Double the cost of opening and closing fee if re-interring in a City owned cemetery
E. Miscellaneous Fees	
a. Monument setting/foundation inspection fee	\$ 50.00
b. Reflag (after five days).....	\$ 50.00
c. Transfer of Interest, per transaction	\$ 50.00
d. Recording fee	\$ 50.00
e. Plaque setting fee- Remembrance Garden Monuments	\$ 50.00
F. Columbarium	
a. Single Niche (east and west sides. Includes engraving and one opening/closing)	
i. Top 2 Rows per Niche	\$ 1000.00
ii. Lower 2 Rows per Niche	\$ 800.00
b. Double Niche (north and south sides. Includes engraving and one opening/closing)	
i. Top 2 Rows per Niche	\$ 1400.00
ii. Lower 2 Rows per Niche	\$ 1200.00
c. Additional Opening/Closing	
i. Second Urn.....	\$ 200.00
d. Surcharges	
i. Surcharge for service arriving after 4:00p.m. (weekday)	\$ 400.00
ii. Surcharge for service arriving after 12:00p.m. (Saturday)	\$ 400.00
iii. Surcharge for Saturday	\$ 400.00

Engineering/GIS

A. Streets, Sidewalks and Other Public Places	
i. Temporary deposit of building materials (plus \$.02/Sq.Ft.).....	\$ 15.00
ii. Pavement cut or street excavation.....	\$ 15.00
iii. Driveway construction	\$ 15.00
B. Use of City Amenities (tables, benches, bleachers, barricades, barrels)	
a. Delivery and/or setup (per load)	\$ 35.00
b. Onsite table or bench set-up (per item, \$10 minimum).....	\$ 2.00
C. Large format (B&W) copies of maps (Bond Paper)	
a. 18 X 24.....	\$ 2.50
b. 24 X 36.....	\$ 4.00
c. 36 X 48.....	\$ 6.00
D. Hard copy color print outs of aerial photos, system maps, etc.	
A per hour set-up fee will be assessed in 15-min increments at \$45.00/hr.	
a. 8.5 X 11 + set-up costs	\$ 2.00
b. 11 X 17 + set-up costs	\$ 3.00
c. 18 X 24 + set-up costs	\$ 15.00
d. 24 X 36 + set-up costs	\$ 30.00
e. 36 X 48 + set-up costs	\$ 60.00
E. Digital maps of aerial photos, system maps, etc.	
A per hour set-up fee will be assessed in 15-min increments at \$45.00/hr.	
a. Formats available JPEG, PDF, TIFF-can be e-mailed or placed on CD	
F. 6" pixel ortho-photography-TIFF format-Each disk covers approximately 1.1-1.3 sq mile	
a. Single Disk (CD).....	\$ 200.00
b. Single Disk (DVD)	\$ 200.00
G. 6" pixel ortho-photography-Mr. SID format- County coverage	
consists of 8 CDs avg 25 sd. miles	
a. Single Disk (CD).....	\$ 300.00
b. Single Disk (DVD)	\$ 300.00

Fairgrounds

A. Daily Camping	
a. Primitive (per day,24 hours).....	\$ 5.00
b. Camping with electrical hookup (per day, 24 hours)	\$ 17.00
c. Groups of 75 or more primitive (per day)	\$ 3.00
d. Groups of 75 or more with electric hookup (per day)	\$ 12.00
B. Rodeo Arena	
a. Per Day	\$ 30.00
b. Rodeo Arena Lights (Per night)	\$ 50.00
C. Bldg No.1/North End Grandstands (per day)	\$ 100.00
D. Bldg No.2/South End Grandstands (per day)	\$ 50.00
E. Bldg No.1/Restrooms Outside Entrance Only (per day)	\$ 30.00
F. Bldg No.2 South Outside Restrooms Only (per day)	\$ 30.00
G. Bldg No.4/North Exhibit Bldg (per day)	\$ 100.00
H. Bldg No.5/Wash Rack (per day)	\$ 30.00
I. Bldg No.6/4-H Arena (per day)	\$ 30.00
J. Bldg No.7/Hog Shelter (per day)	\$ 30.00
K. Bldg No.8/ South Exhibit Bldg (per day)	\$ 30.00
L. Bldg No.9/Cattle Wash Rack (per day)	\$ 30.00
M. Bldg No.10 Open Barn (per day)	\$ 30.00

Except for special events, any individual or group reserving any Winfield Fairground facility shall be assessed for the privilege of using said facility a general use fee according to the area or facility reserved. Formal or informal not-for-profit organizations whose purpose and activities are a service to the citizens of Winfield/Cowley County without restriction of membership and/or participation shall be assessed at a rate of 50 percent of the listed fees, except for camping and rodeo arena use.

General Government

A. Administration

- a. Inspection of Public Records
 - i. Minimum Charge Per Request\$ 6.00
 - ii. Per hour/Per employee\$ 12.00
- b. Copying of Public Records
 - i. Per page.....\$ 00.25
 - ii. Second Premises License Fee.....½ of Original Fee

B. Court Costs

- a. Court Costs.....\$ 96.50

C. Nuisance Abatement Fees

Each case shall be assessed an administrative fee plus the actual cost of cleanup.

- a. Admin fee assessed to all cases\$ 100.00
- b. First occurrence in calendar year\$ 50.00
- c. Second occurrence in calendar year.....\$ 75.00
- d. Any additional occurrence in calendar year.....\$ 100.00

D. Condemnation

- a. Admin fee plus actual cost of cleanup\$ 100.00

E. Oil and Gas Drilling

- a. Oil or gas well drilling permit.....\$ 500.00

F. Historical Performances Using Firearms and Cannons\$ 50.00

G. Agreed Upon Work, Collections for Utility Work

- a. Costs for labor, equipment usage, and materials not prescribed in previous sections will be provided in a written estimate by the City and agreed upon by the customer before work is initiated.
- b. Any utility related services may be applied to monthly utility bills and any methods of collection used for utility bill collection may also be used for collection of these services.

H. Labor, Equipment, Materials and Taxes

- a. All Labor expense shall be charged at the employee hourly pay rate for the actual hours worked, including overtime rates of pay, if applicable. The total labor cost shall be increased 45% to cover all fringe benefit costs.
- b. All city equipment usage shall be charged out at hourly rates prescribed in the “Department of Homeland Security FEMA Schedule of Equipment Rates”. These rates are updated periodically by the federal agency.
- c. All materials purchased from the city warehouse inventories shall be charged out at the cost of the materials (average costing) plus 20% for warehousing and handling. Materials purchased from third party vendors shall be charged out at cost.
- d. Applicable taxes shall be in addition to all charges. Costs associated with any specifications beyond standard trench excavation, such as additional compaction, flowable fill, etc., that are required for utility installations will billed at actual cost as prescribed in Section 1 above.

Municipal Golf Course

A. Annual Season Pass

Annual season passes will be offered the option of paying monthly (with two months paid initially), quarterly, semi-annually, or annually. Cancellations will be charged a service fee worth two months of the annual price. Passes are good for one year from the date of purchase. Fees do not include tax when applicable.

a. Monday thru Sunday green, ½ car, unlimited range

i. Individual adult (age 18-61).....	\$ 1,575.00
ii. Individual senior (age 62+).....	\$ 1,360.00
iii. Couple	\$ 1,775.00
iv. Family (spouses and all dependents under age 18).....	\$ 2,045.00
v. Individual junior (valid college id or under 18).....	\$ 845.00
vi. Individual active military (valid id)	\$ 845.00

b. Monday thru Friday green, ½ car, unlimited range

i. Individual adult (age 18-61).....	\$ 1,260.00
ii. Individual senior (age 62+).....	\$ 1,113.00
iii. Daily fee discount (afternoon only on Saturday, Sunday and all holidays) (per round).....	\$ 10.00

c. Monday thru Friday green, unlimited range

i. Individual adult (age 18-61).....	\$ 735.00
ii. Individual senior (age 62+).....	\$ 630.00
iii. Individual junior (valid college id or under 18).....	\$ 420.00
iv. Individual active military (valid id)	\$ 420.00
v. Daily fee discount (afternoon only on Saturday, Sunday and all holidays) (per round).....	\$ 10.00
vi. ½ cart use/trail.....	\$ 11.55

B. Daily Green Fees

Daily green fees include ½ cart and a warmup bucket of balls per round. City Manager or designee may employ dynamic pricing to amend daily rates in real time +/- 25%

a. Monday—Friday (excl. holidays) 18-holes.....	\$ 32.55
b. Monday—Friday (excl. holidays) 18-holes, senior (age 62 +)	\$ 29.40
c. Monday—Friday (excl. holidays) 18-holes, junior (under age 18 or valid college ID)	\$ 22.05
d. Monday—Friday (excl. holidays) 18-holes, active military (valid ID)	\$ 22.05
e. Monday—Friday (excl. holidays) twilight	\$ 25.20
f. Monday—Friday (excl. holidays) 9-holes.....	\$ 24.15
g. Saturday, Sunday, Holiday 18-holes	\$ 44.00
h. Saturday, Sunday, Holiday 18-holes, senior (age 62+).....	\$ 36.30
i. Saturday, Sunday, Holiday 18-holes ,Twilight	\$ 29.40
j. Saturday, Sunday, Holiday 9-holes (P.M.).....	\$ 31.50

C. Walking Daily Green fees.

Daily green fees a warm up bucket of balls per round. City Manager or designee may employ dynamic pricing to amend daily rates in real time +/- 25%

a. Monday-Friday 18-holes (excl. holidays)	\$ 21.00
b. Monday-Friday 18-holes (excl. holidays), senior (age 62+)	\$ 17.85
c. Monday-Friday 18-holes (excl. holidays), junior (valid college id or under 18)	\$ 10.50
d. Monday-Friday 18-holes (excl. holidays), active military (valid id)	\$ 10.50
e. Monday-Friday 18-holes (excl. holidays), Twilight	\$ 13.65
f. Monday-Friday 9-holes (excl. holidays)	\$ 12.60
g. Saturday-Sunday 18-holes (excl. holidays)	\$ 24.15
h. Saturday-Sunday 18-holes (excl. holidays), senior (age 62+)	\$ 19.95
i. Saturday-Sunday 18-holes (excl. holidays), Twilight	\$ 14.70
j. Saturday-Sunday 9-holes (excl. holidays)	\$ 13.65
D. Prepaid Daily Green Fees	
a. 10 rounds (18-holes)	\$ 225.75
b. 10 rounds (18-holes—Junior)	\$ 152.25
E. Prepaid Daily Green Fees, ½ golf car rental fees, warmup golf range ball fees:	
a. 10 rounds (18-holes)	\$ 300.00
b. 10 rounds (18-holes) senior	\$ 250.00
c. 10 rounds weekend surcharge	\$ 10.00
F. Driving Range	
a. Monday—Sunday: Bucket (approx. 55 practice golf balls)	\$ 7.00
b. Pre-paid driving range balls, 6 buckets	\$ 35.00

Parks

- a. Island Park
 - i. Performance Stage
 - 1. See Outdoor Community Event Application for Performance Stage

Planning/Zoning

B. Copies of bound documents

a. Comprehensive Plan	\$ 25.00
b. Land Subdivision Rules and Regulations	\$ 25.00
c. Zoning Ordinance Book	\$ 35.00
d. Construction Site BMP Manual	\$ 30.00
e. Post Construction BMP Manual	\$ 40.00

C. Zoning/Subdivision Fees

a. Conditional Use.....	\$ 250.00
b. Application for Variance	\$ 150.00
c. Change of Zoning Request	\$ 250.00
d. Planned Unit Development +\$5/lot	\$ 250.00
e. Plat +\$5/lot	\$ 250.00
f. Lot Split.....	\$ 100.00
g. Application for vacation of street/alley	\$ 200.00
h. Temporary Use Application	\$ 100.00
i. Temporary Use Renewal- same calendar year	\$ 40.00

Police/Fire/EMS

H. Police accident or incident report	\$ 10.00
I. Driver's License Check.....	\$ 15.00
J. Finger printing	\$ 15.00
K. Background check.....	\$ 20.00
L. Criminal History	\$ 15.00
M. Video, DVD, CD, audio (15 min increments)	\$ 45.00/hr
N. Photo CD.....	\$ 10.00
O. False Alarm (4 th and subsequent call within 30 days)	\$ 100.00
P. Outside Employment (minimum 1 hour, 15 min increments thereafter)(.....	\$ 36.00/hr
Q. Fire incident report.....	\$ 10.00
R. Fire investigation report.....	\$ 20.00
S. EMS report.....	\$ 10.00
T. EMS ALS Emergent	\$ 850.00
U. EMS ALS Non-Emergent	\$ 800.00
V. EMS BLS Emergent	\$ 775.00
W. EMS BLS Non-Emergent	\$ 725.00
X. EMS Mileage (per mi.)	\$ 18.00

Winfield City Lake

A. Annual fees:	Resident	Nonresident
Canoes and unpowered boats	\$ 15.00	\$ 25.00
Sailboats and sailboards	20.00	35.00
Powered Boat fees:		
Under 10 hp	20.00	35.00
10 hp and under 40hp	25.00	45.00
40hp and over	35.00	65.00
Personal watercraft	35.00	65.00
B. Daily Fees:	Resident	Nonresident
Canoes and unpowered boats	\$ 2.00	\$ 4.00
Sailboats and sailboards	5.00	10.00
Power boat fees:		
Under 10 hp	5.00	10.00
10 hp and under 40hp	5.00	10.00
40hp and over	5.00	10.00
Personal watercraft	5.00	10.00\
C. Recreational License Fees:	Resident	Nonresident
Recreational License, 24 hours	\$ 5.00	\$ 5.00
Recreational License, annual	25.00	35.00
Additional vehicle permit	10.00	10.00
D. Camping Fees:	Resident	Nonresident
Primitive Camping	\$ 5.00	\$ 5.00
Electric hookup with license, including any camper or recreational vehicle parked within 100 feet of the camper pads	17.00	17.00
Electric, water and sewer hookup with license, including any camper or recreational vehicle parked within 100 feet of the camper pads	17.00	17.00
Group camping; 10 units of a chartered Organization (camping pad only). Per day, which includes daily recreational license and hookup	12.00	12.00

Utility Customer Service

A. Connection

a. Deposit

i. Residential (new customers or those who reach 3 missed payments within 12 month period)\$ 250.00

ii. Commercial (new customers or those who reach 3 missed payments within 12 month period)\$ 500.00

b. Service connection (min. one day notice)\$ 25.00

c. Same day connection.....\$ 75.00

d. After hours connection\$ 75.00

e. Disconnect or reconnect during working hours (per trip)\$ 25.00

f. Disconnect or reconnect after hours, weekends, holidays.....\$ 75.00

B. Bulk Water

a. Service fee for special meter install on fire hydrant.....\$ 15.00

C. Landlords

a. Rollover fee for landlord properties (each instance)\$ 10.00

Electric Utility Service Fees

D. Meter testing (per meter)	\$ 50.00
E. Temporary meter	\$ 50.00
F. Overhead extensions less than or equal to 3 poles	
a. Single Phase (per pole).....	\$ 450.00
b. Three Phase (per pole).....	\$ 600.00
G. Overhead extensions greater than 3 poles	
a. Actual costs per General Government Schedule	
H. Meter Settings	
a. 100A pole mount	\$ 200.00
b. 200A pole mount	\$ 350.00
I. Underground extensions less than or equal to 250ft.	
a. Extensions less than 600 volt (customer installs conduit, per ft.)	\$ 5.00
b. Extensions less than 200 amp (per ft.)	\$ 8.00
c. Extensions greater than 200 amp	
i. Actual costs per General Government Schedule	
J. Underground extensions greater than or equal to 250ft.	
a. Actual costs per General Government Schedule	
K. Non typical installation	
a. Costs associated with any specifications beyond standard trench excavation (including street cuts), such as rock, additional compaction, flowable fill, etc., that are required for utility installations will billed at actual cost as prescribed in General Government Schedule.	
L. Area Lighting	
a. Luminaire installation.....	\$ 50.00
b. Pole installation (per pole)	\$ 250.00
M. Radio Read Meter	\$ 35.00

Natural Gas Utility Service Fees

A. Meter testing (per meter)	\$ 50.00
B. Gas Main extensions	
a. Inside city limits	\$ 8.00
b. Outside city limits	\$ 10.00
c. If rock is encountered	\$ 12.00
C. New service lines	
a. Up to 150 ft (per service).	\$ 750.00
b. Over 150 ft.	
i. Actual costs per General Government Schedule	
D. Radio Read Meter	\$ 55.00
E. Non typical installation	
Costs associated with any specifications beyond standard trench excavation (including street cuts), such as rock, additional compaction, flowable fill, etc., that are required for utility installations will billed at actual cost as prescribed in General Government	

Wastewater Utility Service Fees

A. Tap and inspection	
a. 6" and smaller.....	\$ 350.00
b. Over 6"	
i. Actual costs per General Government Schedule	
B. All other inspections	\$ 40.00
C. Shoring (as determined by City)	\$ 150.00

Water Utility Service Fees

- A. Meter testing (per meter)\$ 50.00
- B. Water Main extensions
 - a. Actual costs per General Government Schedule
- C. Meter installation
 - a. 1" and smaller.....\$ 750.00
 - b. Over 1"
 - i. Actual costs per General Government Schedule
- D. Radio Read Meter\$ 140.00
- E. Non typical installation
Costs associated with any specifications beyond standard trench excavation (including street cuts), such as rock, additional compaction, flowable fill, etc., that are required for utility installations will billed at actual cost as prescribed in General Government

Regulatory and Index of Changes

- A. Regulatory
- a. This schedule may be amended from time to time by resolution approved by the Governing Body. Other fees may be approved as stand-alone documents, agreements or arrangements with specific parties—not included herein.
- B. Index of Changes

Date	Chapter, Section	Application	Description	Resolution No.
01/01/2020	Water Utility	Meter testing (per meter)	Increase to \$6	EXAMPLE



Request for Commission Action

Date: 12/15/20

Requestor: Patrick Steward, Director of Public Improvements

Action Requested:

By statute, the City must *"Before the last day of December in any year in which any territory has been added to or excluded from any city, the governing body of such city shall declare by resolution the entire boundary of the city."* KSA12-517

Analysis:

The only change to the corporate boundary this year was the annexation of property purchased from the County. The annexation was an island but would still be included in the City Limits description.

Fiscal Impact:

None.

Attachments: Resolution.

A RESOLUTION

DECLARING the entire boundary of the City of Winfield, Kansas.

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

Section 1. The entire boundary of the City of Winfield, Cowley County, Kansas, is hereby described and determined to be as follows, to-wit:

Commencing at the Northeast corner of the Southwest quarter of Section 15, Township 32 South, Range 4 East of the 6th P.M.; thence West to the East right of way line of the Atchison, Topeka and Santa Fe Railroad, 4th District, Eastern Division; thence Southwesterly along the East right of way line of said railroad to a point approximately 55 rods North of the South line of the Northwest quarter of Section 22, Township 32 South, Range 4 East of the 6th P.M.; thence West to the left bank of Timber or Dutch Creek; thence in a Southwesterly direction on a meandering course down the left bank of Timber or Dutch Creek to its junction with the East line of Section 21, Township 32 South, Range 4 East of the 6th P.M.; thence North on the East line of said Section 21 to the Northeast corner of the Southeast quarter of said Section 21; thence West on the North line of the Southeast quarter of said Section 21 crossing Timber or Dutch Creek and continuing to the middle of Timber or Dutch Creek at a point approximately 559 feet West of the Northeast corner of the Southeast quarter of said Section 21; thence down the middle of Timber or Dutch Creek to a point that is 453.09 feet West of and 362.79 feet South of the Northeast corner of the Southeast quarter of said Section 21; thence South 69 degrees 46 minutes 35 seconds West a distance of 420 feet, more or less; thence South 54 degrees 18 minutes 36 seconds West a distance of 565 feet; thence North 63 degrees 13 minutes 11 seconds West a distance of 392.32 feet; thence North 56 degrees 56 minutes 54 seconds West a distance of 252.61 feet; thence North 65 degrees 40 minutes 14 seconds West a distance of 177.63 feet; thence South 24 degrees 19 minutes 46 seconds West to the left bank of Timber or Dutch Creek; thence on a meandering course down the left bank of Timber or Dutch Creek to its junction with the North line of Section 28, Township 32 South, Range 4 East of the 6th P.M., and the North right of way line of said railroad; thence West on the North line of said Section 28 and the North right of way line of said railroad to the center of Timber or Dutch Creek; thence down the center of Timber or Dutch Creek and along the North right of way line of said railroad to its intersection with the center of the Walnut River; thence up the center of said Walnut River and on the North right of way line of said railroad to a point 250 feet distant measured at right angles to the main line of said railroad; thence in a Northwesterly direction along said right of way line to the center of the Walnut River; thence up the center of said Walnut River to the East line of the Southwest quarter of Section 20, Township 32 South, Range 4 East of the 6th P.M.; thence South along the East line of the Southwest quarter of said Section 20 to the South right of way line of the Atchison, Topeka and Santa Fe Railroad, 3rd District, Middle Division; thence in a Northwesterly direction along the South right of way line of said railroad to its intersection with the South right of way line of the Atchison, Topeka, and Santa Fe Railroad, 4th District, Eastern

Division; thence Northwesterly along the South right of way line of said railroad to its intersection with the West line of said Section 20; thence South along the West line of said Section 20 to the Northeast corner of Section 30, Township 32 South, Range 4 East of the 6th P.M.; thence South along the East line of said Section 30 a distance of 1,279.5 feet to a point; thence West parallel to the North line of said Section 30 to the East line of Block 1 of "Walch Tracts", a subdivision of a part of the Northeast quarter of said Section 30, as platted; thence South along the East line of Block 1 of said "Walch Tracts" to the Northeast corner of Lot 11 of Block 1 of said "Walch Tracts"; thence West to the Northwest corner of Lot 11, Block 1 of said "Walch Tracts"; thence South to the Southwest corner of Lot 14 of Block 1 of said "Walch Tracts"; thence East along the South line of Lot 14 of Block 1 of said "Walch Tracts" to its intersection with the West line of Lot 5 of Block 2 of said "Walch Tracts" produced North; thence South along the West line of Lot 5 of Block 2 of said "Walch Tracts" produced to the Northwest corner of Lot 5 of Block 2 of said "Walch Tracts"; thence South along the West line of Lot 5 of Block 2 of said "Walch Tracts" to the North line of "Morningview Acres", a subdivision of a part of the Southeast quarter of said Section 30, as platted; thence West along the North line of said "Morningview Acres" to the Northwest corner of Lot 1 of said "Morningview Acres"; thence South to the Southwest corner of Lot 26 of said "Morningview Acres"; thence East along the South line of said "Morningview Acres" to a point on the West right of way line of F. A. S. Route No. 161, a-k-a Country Club Road; thence South along the West right of way line of said F. A. S. Route No. 161, a-k-a Country Club Road to a point 886.5 feet South of the Northeast corner of the Southeast quarter of said Section 30; thence West to a point 230 feet West of the East line of the Southeast quarter of said Section 30; thence South 100 feet; thence East to the West right of way line of said F. A. S. Route No. 161, a-k-a Country Club Road; thence South along the West right of way line of said F. A. S. Route No. 161, a-k-a Country Club Road to the North right of way line of the C. S. Smith County Road, a-k-a West Fourteenth Avenue; thence West along the North right of way line of said C. S. Smith County Road, a-k-a West Fourteenth Avenue; to a point 221.5 feet West of the East line of the Southeast quarter of said Section 30; thence North 100 feet; thence West 200 feet; thence North 200 feet; thence West 287 feet; thence South 300 feet to a point on the North right of way line of the C. S. Smith County Road, a-k-a West Fourteenth Avenue; thence West along the North right of way line of the C. S. Smith County Road, a-k-a West Fourteenth Avenue to a point 1,759 feet East of the West line of the Southeast quarter of said Section 30; thence South a distance of 304 feet; thence East a distance of 83 feet; thence South to the North line of Section 31, Township 32 South, Range 4 East of the 6th P.M.; thence East along the North line of said Section 31 to its intersection with the West right of way line of the Southwestern Interurban Railroad, now abandoned; thence Southerly along the West right of way line of said railroad to its intersection with the South right of way line of St. Louis and San Francisco Railroad, 2nd District; thence Easterly along the South right of way line of said railroad to the center of the Walnut River; thence Easterly on a meandering course down the center of said Walnut River to the East line of the Northeast quarter of Section 32, Township 32 South, Range 4 East of the 6th P.M.; thence continuing on a meandering course down the center of said Walnut River to its intersection with the West line of the Northwest quarter of Section 33, Township 32 South, Range 4 East of the 6th P.M.; thence South along the West line of said Section 33 to a point 571 feet South of the Northwest Corner of the Southwest quarter of said Section 33; thence West on a bearing of North 90 degrees no minutes no seconds West 884.42 feet thence North, parallel with the East line of the Southeast Quarter of Section 32, Township 32 South, Range 4 East of the 6th P.M., a distance of 11.99 feet; thence due West

a distance of 26.52 feet to a point; thence North 20°31'32" West a distance of 214.00 feet to a point; thence North 68°06'20" East a distance of 129.52 feet, more or less, to a point on the West line of a tract recorded in Book 515, Page 544, at the Cowley County Register of Deeds Office; thence North 23°36'55" West a distance of 154.55 feet to a No. 4 Rebar; thence North 01°11'51" East a distance of 212.12 feet to a No. 4 Rebar on the North line of said Southeast Quarter; thence Westerly along the North line of said Southeast Quarter a distance of 710.71 feet to the Northwest corner of Lot 46, Thomas Canyon Estates; thence South 00 degrees 35 minutes 06 seconds East, a distance of 2,038.02 feet; thence South 82 degrees 25 minutes 40 seconds West, a distance of 304.00 feet; thence North 20 degrees, 19 minutes 56 seconds West, a distance of 620.60 feet; thence North 07 degrees 53 minutes 05 seconds West, a distance of 411.92 feet; thence North 08 degrees 03 minutes 02 seconds East, a distance of 585.02 feet; thence South 85 degrees 21 minutes 30 seconds West, a distance of 545.56 feet; thence South 00 degrees 35 minutes 06 seconds East along the West line of said Southeast Quarter, 768.70 feet; thence South 10 degrees 25 minutes 06 seconds East, 383.40 feet; thence South 22 degrees 45 minutes 06 seconds East, 425.00 feet; thence South 40 degrees 59 minutes 54 seconds West, 340.00 feet; thence South along the West line of the Southeast Quarter, 375.00 feet to the Southwest corner of the Southeast quarter of Section 32, Township 32 South, Range 4 East of the 6th P.M.; thence East along the said South line, a distance of 1,868.24 feet which is also the Southeast corner of Thomas Canyon Estates; thence North 00 degrees 16 minutes 38 seconds West, a distance of 1,060 feet to Northwest corner of a tract recorded in Book 525, Page 472, at the Cowley County Register of Deeds Office, thence North 89 degrees, 26 minutes, 46 seconds East 769.81 feet to the West line of said Section 33, Township 32 South, Range 4 East of the 6th P.M.; thence South along the West line of said Section 33 to the Northeast corner of Section 5, Township 33 South, Range 4 East of the 6th P.M.; thence South to a point 988.48 feet North of the Southeast corner of the Northeast quarter of the Northeast quarter of Section 5; thence West 375.67 feet; thence South parallel to the East line of said Section 5 a distance of 521.78 feet; thence West 91.02 feet; thence South 466.67 feet to the South line of the Northeast quarter of the Northeast quarter of said Section 5; thence East 466.69 feet to the Southwest corner of the Northwest quarter of the Northwest quarter of Section 4, Township 33 South, Range 4 East of the 6th P.M.; thence North along the West line of said Section 4 to its intersection with the South line of "Sunrise Acres", a subdivision of a part of the Northwest quarter of said Section 4, as platted, produced Westerly; thence Easterly along the South line of said "Sunrise Acres" produced to the Southwest corner of said "Sunrise Acres"; thence continuing Easterly along the South line of said "Sunrise Acres" to the Southeast corner of said "Sunrise Acres"; thence continuing Easterly along the South line of said "Sunrise Acres" produced Easterly to the West right of way line of the Atchison, Topeka and Santa Fe Railroad, 3rd District, Middle Division; thence Northerly along the West right of way line of said railroad to a point 1,185 feet South of the North line of said Section 4; thence East parallel to the North line of said Section 4 to the East right of way line of U. S. 77 Highway; thence South along the East right of way line of said U. S. 77 Highway and Cowley County Route No. 27 to a point 1,331 feet South of the North line of the Northeast quarter of said Section 4; thence West parallel to the North line of said Northeast quarter a distance of 30 feet to the West line of the Northeast quarter of said Section 4; thence on an assumed bearing of South 0 deg. 06 min. 25 sec. West along the West line of said Northeast quarter a distance of 370 feet; thence North 80 deg. 53 min. 36 sec. West a distance of 28.03 feet to a right-of-way marker; thence North 19 deg. 19 min. 34 sec. West a distance of 156.49 feet to a right-of-way marker (described as the 9th course in said Book 265, Page 171 as 155.9 feet); thence North 66 deg. 44

min. 02 sec. West a distance of 49.60 feet (described as the 8th course in said Book 265, page 171 as 50.0 feet) to a right-of-way marker; thence on a curve of 3425.18 feet radius to the right an arc distance of 420.49 feet with a chord which bears South 27 deg. 03 min. 35 sec. West 420.23 feet; thence South 89 deg. 53 min. 35 sec. East a distance of 316.17 feet to a point on the West line of said Northeast quarter; thence South on the West line of said Northeast quarter 501.75 feet to a point that is 200 feet North of the Southeast corner of said Northeast quarter; thence East parallel to the South line of said Northeast quarter a distance of 505 feet; thence Southeasterly at a right deflection angle of 60 degrees 13 minutes 16 seconds to last described course a distance of 230.73 feet to the North line of the Southeast quarter of said Section 4 at a point that is 625 feet East of the Northwest corner of said Southeast quarter thence South parallel to the West line of said Southeast quarter a distance of 473.70 feet to a point; thence at a right deflection angle of 89 degrees 12 minutes 11 seconds to last described course a distance of 624.84 feet to the West line of said Southeast quarter at a point 465.80 feet South of the Northwest corner of said Southeast quarter; thence South on the West line of said Southeast quarter a distance of 1,525.73 feet to a point that is 660 feet North of the Southwest corner of the Southeast quarter of said Section 4; thence East parallel to the South line of said Southeast quarter a distance of 660 feet to a point; thence South parallel to the West line of said Southeast quarter a distance of 660 feet to the South line of said Southeast quarter at a point 660 feet East of the Southwest corner of said Southeast quarter; thence East on the South line of said Southeast quarter a distance of 2,023.25 feet to the Southeast corner of the Southeast quarter of said Section 4; thence North on the East line of Section 4 a distance of 2,675.93 feet to the Southeast corner of the Northeast quarter of said Section 4; thence North on the East line of said Northeast quarter a distance of 1,867.24 feet to the Southeast corner of "Cedar Lake First", a subdivision of a part of Section 4, as platted; thence North to the Southeast corner of Section 33, Township 32 South, Range 4 East of the 6th P.M.; thence West to the Southeast corner of "Cedar Crest", a subdivision of a part of the Southeast quarter of said Section 33, as platted; thence North and Westerly along the East line of said "Cedar Crest", to a point 52 rods West of the East line of said Section 33, being a point on the North line of Lot 24 of said "Cedar Crest"; thence North parallel to the East line of said Section 33 to the South line of the Northeast quarter of said Section 33; thence West to the East line of Bliss Street produced South; thence North along the East line of said Bliss Street produced to the North right-of-way line of K-360; thence South 65 deg. 21 min. 56 sec. East, along said right-of-way, 549.03 feet; thence South 69 deg. 11 min. 57 sec. East, along said right-of-way, 216.08 feet to the West line of Block 5, "J.F. Martin's Addition, said point being 21.96 feet South of the Northwest corner of Lot 1, Block 5; thence South 69 deg. 17 min. 45 sec. East, along said right-of-way, 159.18 feet; thence South 62 deg. 48 min. 50 sec. East, 221.41 feet, to the East right-of-way line of Broadway Street at its intersection with the North right-of-way line of K-360, said point being 46.72 feet East of the West line of Section 34, Township 32 South, Range 4 East of the 6th P.M. Cowley County, Kansas; thence South 67 deg. 24 min 06 sec. East, along said K-360 right-of-way, 449.74 feet; thence on a curve of 2141.83 feet radius to the left, an arc distance along said right-of-way of 887.82 feet with a chord which bears South 85 deg. 08 min., 20 sec. East, 881.48 feet; thence North 64 deg. 01 min. 33 sec. East, along said right-of-way, 285.25 feet; thence North 75 deg. 55 min. 40 sec. East, along said right-of-way, 13.94 feet; thence North parallel to the East line of the Northwest Quarter of said Section 34 to the South line of the North half of the Northwest Quarter of said Section 34; thence East along said South line to the West line of "Fleetwood Park Estates", a subdivision of a part of the North half of the Northeast quarter of said Section 34, as platted, produced South thence North along

the West line of said "Fleetwood Park Estates" produced to the Southwest corner of said "Fleetwood Park Estates"; thence East along the South line of said "Fleetwood Park Estates" to the West line of "Jindra Addition", a subdivision of a part of the Northeast quarter of said Section 34, as platted; thence South no degrees 18 minutes 10 seconds East a distance of 31.01 feet to the Southwest corner of said "Jindra Addition"; thence North 89 degrees 51 minutes 30 seconds East a distance of 620 feet along the boundary of said "Jindra Addition"; thence North 32 degrees 03 minutes 30 seconds East a distance of 741.71 feet along the boundary of said "Jindra Addition"; thence North 88 degrees 11 minutes 30 seconds East a distance of 234.30 feet along the boundary of said "Jindra Addition" to a point on the West right-of-way of Joel Mack Road which is 30' West of the West line of the East half of the Northeast quarter of said Section 34; thence south parallel to the West line of the East Half of said Section 34 to its intersection with the North right-of-way of K360 Highway a distance of 597.52 feet, more or less; thence Northeasterly along said right-of-way a distance of 35.51 feet, more or less, to its intersection with the West line of East Half of said Section 34; thence South along said West line a distance of 1558.26 feet to the Southwest Corner of the East Half of the Northeast Quarter of Section 34; thence North 87 degrees 59 minutes 11 seconds East, along the South line of said Quarter Section, 1276.87 feet to the Southeast corner of the Northeast Quarter; thence North 00 degrees 20 minutes 21 seconds West, along the East line of said Northeast Quarter of said Section 34 to the Southwest corner of Section 26, Township 32 South, Range 4 East of the 6th P.M.; thence North along the West line of said Section 26 a distance of 30 feet; thence East parallel to the South line of said Section 26 a distance of 303.6 feet; thence North parallel to the West line of said Section 26 to a point 904.2 feet North of the South line of said Section 26; thence East 405.9 feet; thence North to the South right of way line of the Missouri Pacific Railroad; thence Easterly along the South right of way line of said railroad to the West line of the Southeast quarter of Section 26, Township 32 South, Range 4 East of the 6th P.M.; thence South along the West line of said quarter of said Section 26 to the Southwest corner of said quarter of said Section 26; thence East along the South line of said quarter of said Section 26 to the Southeast corner of said quarter of said Section 26; thence North along the East line of said quarter of said Section 26 to the Southwest corner of the Northwest quarter of Section 25, Township 32 South, Range 4 East of the 6th P.M., (excepting therefrom that portion of the J. P. Brant public road as recorded in Road Record E, Page 28 in the Office of the County Engineer of Cowley County, Kansas, and the S. C. Winton public road as recorded in Road Record A, Page 27 in the Office of the County Engineer of Cowley County, Kansas, contained in said Southeast quarter of Section 26); thence East along the South line of the Northwest quarter of said Section 25, a distance 2,604.74 feet to the Southeast corner of the Northwest Quarter of said Section 25; thence East along the South line of the Northeast quarter of Section 25, a distance of 2,599.72 feet to the Southeast corner of Northeast quarter of Section 25; thence North along the East line of Section 25, a distance of 1,325.00 feet; thence West parallel to the South line of the Northeast quarter of Section 25, a distance of 1,036.00 feet; thence South parallel to the East line of the Northeast quarter of Section 25, a distance of 485.06 feet; thence West parallel to the South line of the Northwest quarter of Section 25, a distance of 565.80 feet; thence North parallel to the West line of the Northeast quarter of Section 25, a distance of 1,744.32 feet; thence West parallel to the North line of Section 25, a distance of 1,000.00 feet; thence South along the West line of the Northeast quarter of Section 25, a distance of 1,262.26 feet to the Northeast quarter of the Southeast quarter of the Northwest Quarter of Section 25; thence West along the North line of the Southeast Quarter of the Northwest Quarter of said Section 25, a distance of 1,302.53 feet to the Northwest corner of

the Southeast Quarter of the Northwest Quarter of said Section 25; thence continuing West along the North line of the Southwest Quarter of the Northwest Quarter of said Section 25, a distance of 708.45 feet; thence North parallel with the West line of the Northwest Quarter of said Section 25 to the South line of the Southwest quarter of Section 24, Township 32 South, Range 4 East of the 6th P.M.; thence continuing North parallel to the West line of the Southwest quarter of said Section 24, a distance of 247.5 feet; thence West parallel to the South line of the Southwest quarter of said Section 24, a distance of 264 feet; thence North parallel to the West line of the Southwest quarter of said Section 24, a distance of 82.5 feet; thence West parallel to the South line of the Southwest quarter of said Section 24 to the East line of the Southeast quarter of Section 23, Township 32 South, Range 4 East of the 6th P.M.; thence North along the East line of the Southeast quarter of said Section 23 to a point 1,464.8 feet North of the Southeast corner of the Southeast quarter of said Section 23; thence West parallel to the South line of the Southeast quarter of said Section 23 to the East line of the Southwest quarter of said Section 23; thence North along the East line of the Southwest quarter of said Section 23 to the Northeast corner of the Southwest quarter of said Section 23; thence West along the North line of the Southwest quarter of said Section 23 to the Southeast corner of the West half of the Northwest quarter of said Section 23; thence North along the East line of the West half of the Northwest quarter of said Section 23 to the Southeast corner of the West half of the Southwest quarter of Section 14, Township 32 South, Range 4 East of the 6th P.M.; thence North along the East line of the West half of the Southwest quarter to the South line of the Northwest quarter of said Section 14; thence West along the South line of the Northwest quarter of said Section 14 to a point 660 feet East of the Southwest corner of the Northwest quarter of said section; thence North parallel to the West line of the Northwest quarter of said Section 14 a distance of 1,320 feet; thence West parallel to the South line of the Northwest quarter of said Section 14 to the West line of said Section 14; thence South along the West line of said Section 14 to the Northeast corner of the Southeast quarter of Section 15, Township 32 South, Range 4 East of the 6th P.M.; thence West along the North line of the Southeast quarter of said Section 15 to the Northeast corner of the Southwest quarter of said Section 15, being the point of beginning;

And-

Commencing at the Northeast corner of the Northeast quarter of Section 7, Township 33 South, Range 4 East of the 6th P.M.; thence West along the North line of said quarter of said Section 7 a distance of 290 feet; thence left at a deflection angle of 96 degrees 23 minutes 45 seconds a distance of 178.86 feet to a point; thence left a deflection angle of 18 degrees 14 minutes no seconds a distance of 134.28 feet to a point 300 feet South of the North line of said quarter of said Section 7; thence East parallel with the North line of said quarter of said Section 7 a distance of 215.05 feet to the East line of said quarter of said Section 7; thence North along the East line of said quarter of said Section 7 a distance of 300 feet to point of beginning;

And-

Commencing at the Southeast corner of Section 9, Township 31 South, Range 5 East of the 6th P.M.; thence North on the East line of said Section 9 a distance of 2,648.50 feet to the Southeast corner of the Northeast quarter of said Section 9; thence North along the East line of said quarter of said Section 9 a distance of 821.23 feet to a point; thence West a distance of 120 feet to a

point; thence South parallel with the East line of said quarter of said Section 9 a distance of 250 feet to a point; thence curving right along the arc of a circle the tangents of which form an angle of 77 degrees 01 minutes 40 seconds and having a radius of 1,790 feet for a distance of 2,406.37 feet; thence in a Southwesterly direction on tangent to last described curve a distance of 1,268 feet to a point; thence curving left along the arc of a circle the tangents of which form an angle of 63 degrees 43 minutes no seconds and having a radius of 2,030 feet to the intersection with the South line of said Section 9; thence West along the South line of said Section 9 to the Northeast corner of Section 17, Township 31 South, Range 5 East of the 6th P.M.; thence South along the East line of said Section 17 to a point 2,010 feet North of the Southeast corner of the North 100 acres of the Southeast quarter of said Section 17; thence Southwesterly 1,180 feet to a point 200 feet West and 830 feet North of the Southeast corner of said 100 acres of said Section 17; thence West 900 feet to a point; thence South 400 feet to a point; thence in a Southeasterly direction to a point on the South line of said Section 17; thence East a distance of 400 feet to the Northwest corner of the Northwest quarter of Section 21, Township 31 South, Range 5 East of the 6th P.M.; thence South along the West line of said quarter of said Section 21 to a point 990 feet South of the Southwest corner of the North half of said quarter of said Section 21; thence East a distance of 990 feet; thence North to the South line of the North half of said quarter of said Section 21; thence East to the West line of the Northeast quarter of said Section 21; thence North along the West line of said quarter of said Section 21 a distance of 660 feet; thence East a distance of 660 feet; thence North a distance of 660 feet to the North line of said Section 21; thence East along the North line of said Section 21 to the Northwest corner of Section 22, Township 31 South, Range 5 East of the 6th P.M.; thence South along the West line of said Section 22 to the Southwest corner of the Northwest quarter of said Section 22; thence East along the South line of said quarter of said Section 22 to the Southeast corner of the West half of said quarter of said Section 22; thence North along the East line of the West half of said quarter of said Section 22 to the North line of said Section 22; thence East along the North line of said Section 22 to a point 990 feet West of the Northeast corner of said Section 22; thence South a distance of 990 feet; thence East a distance of 990 feet to a point on the East line of said Section 22; thence North along the East line of said Section 22 a distance of 990 feet to the Southwest corner of Section 14, Township 31 South, Range 5 East of the 6th P.M.; thence North along the West line of said Section 14 to a point 330 feet South of the Northwest corner of the Southwest quarter of said Section 14; thence Southeasterly to a point 1,100 feet West of the East line and 660 feet South of the North line of said quarter of said Section 14; thence Southeasterly to a point on the South line of the North half of said quarter of said Section 14 being 990 feet West of the East line of said quarter of said Section 14; thence East along the South line of the North half of said quarter of said Section 14 a distance of 890 feet to a point; thence North parallel to the East line of said quarter of said Section 14 to the North line of said quarter of said Section 14~ thence East along the North line of said quarter of said Section 14 to the Southwest corner of the Northeast quarter of said Section 14; thence East along the South line of said quarter of said Section 14 to the Southwest corner of the Northwest quarter of Section 13, Township 31 South, Range 5 East of the 6th P.M.; thence North along the West line of said Section 13 to the Southwest corner of the North half of said quarter of said Section 13; thence East along the South line of the North half of said quarter of said Section 13 to the East line of said quarter of said Section 13; thence North along the East line of said quarter of said Section 13 to the Southeast corner of the Southwest quarter of Section 12, Township 31 South, Range 5 East of the 6th P.M.; thence North along the East line of said quarter of said Section 12 to the Southeast corner of the

North half of said quarter of said Section 12; thence West along the South line of the North half of said quarter of said Section 12 a distance of 1,615 feet, more or less; thence North a distance of 480 feet to a point; thence West a distance of 1,080 feet to the East line of Section 11, Township 31 South, Range 5 East of the 6th P.M.; thence South along the East line of said Section 11 to a point 1,318.50 feet North of the Southeast corner of the Southeast quarter of said Section 11; thence in a Southwesterly direction to a point 1,156.32 feet North of the Southeast corner of the Southwest quarter of said Section 11; thence in a Northwesterly direction to a point on the East line of Section 10, Township 31 South, Range 5 East of the 6th P.M., 1,238.31 feet North of the Southeast corner of said Section 10; thence North along the East line of said Section 10 to the Northeast corner of the Southeast quarter of said Section 10; thence West along the North line of said quarter of said Section 10 to the Northwest corner of the Northeast quarter of said quarter of said Section 10; thence South along the West line of the Northeast quarter of said quarter of said Section 10 to the Northeast corner of the Southwest quarter of said quarter of said Section 10; thence West along the North line of the Southwest quarter of said quarter of said Section 10 to the East line of the Southwest quarter of said Section 10; thence South along the East line of said quarter of said Section 10 to the North line of Section 15, Township 31 South, Range 5 East of the 6th P.M.; thence West along the North line of said Section 15 to the Northeast corner of the Northwest quarter of said Section 15, being the point of beginning;

And -

Exempting therefrom a tract to the Kansas Gas and Electric Company, Inc. described as follows: Commencing at the Northeast corner of the West half of the Northeast quarter of Section 16, Township 31 South, Range 5 East of the 6th P.M.; thence South a distance of 208.71 feet; thence West a distance of 208.71 feet; thence North a distance of 208.71 feet; thence East a distance of 208.71 feet to point of beginning;

And –

Beginning at a point on the West line of the Southwest Quarter of Section 32, Township 32 South, Range 4 East of the 6th P.M., Cowley County, Kansas, said point being 604.7 feet South of the Northwest Corner of said Quarter Section, also said West line being on a bearing of South 0 degrees 00 minutes 00 seconds East (assumed); thence South 0 degrees 00 minutes 00 seconds East along said West line a distance of 51.58 feet; thence North 75 degrees 46 minutes 10 seconds East, 230.7 feet; thence North 86 degrees 46 minutes 10 seconds East along the chord of a curve to the right whose central angle is 22 degrees and whose radius is 386.56 feet, an arc distance of 148.44 feet; thence South 82 degrees 13 minutes 50 seconds East, 245 feet; thence South 7 degrees 46 minutes 10 seconds West, 49.5 feet; thence South 37 degrees 14 minutes 07 seconds East, 169 57 feet, thence South 82 degrees 13 minutes 55 seconds East, 170 51 feet; thence North 72 degrees 32 minutes 18 seconds East, 115 59 feet, thence South 82 degrees 13 minutes 55 seconds East, 40 00 feet, thence South 07 degrees 46 minutes 10 seconds West, 210 00 feet, thence South 48 degrees 58 minutes 07 seconds East, 61 11 feet, thence South 81 degrees 55 minutes 56 seconds East, 200.00 feet, thence North 31 degrees 22 minutes 04 seconds East, 180.02 feet, thence North 07 degrees 46 minutes 08 seconds East, 108.00 feet, thence North 82 degrees 16 minutes 08 seconds East, 215.29 feet, thence South 16 degrees 05 minutes 14 seconds East, 89.60 feet, thence South 61 degrees 13 minutes 19 seconds East, 63.93 feet, thence North

83 degrees 01 minutes 30 seconds East, 277.94 feet, thence North 21 degrees 28 minutes 51 seconds East, 127.11 feet, thence North 02 degrees 25 minutes 19 seconds West, 151.69 feet, thence North 47 degrees 43 minutes 28 seconds East, 535.17 feet, thence North 21 degrees 40 minutes 12 seconds East, 102.00 feet, thence North 75 degrees 40 minutes 58 seconds West, 110.00 feet, thence North 11 degrees 47 minutes 37 seconds East, along the chord of a curve to the left whose central angle is 50 degrees and whose radius is 231.68 feet, an arc distance of 113.78 feet; thence North 02 degrees 16 minutes 32 seconds West, 101.25 feet to the North line of said Quarter Section; thence South 87 degrees 43 minutes 22 seconds West, along said North line, 50.00 feet; thence South 02 degrees 16 minutes 32 Seconds East, 101.25 feet; thence South 22 degrees 43 minutes 28 seconds West along the chord of a curve to the right whose central angle is 50 degrees and whose radius is 181.68 feet, an arc distance of 158.55 feet; thence South 47 degrees 43 minutes 28 seconds West, 123.00 feet; thence North 58 degrees 54 minutes 20 seconds West, 79.83 feet; thence South 82 degrees 48 minutes 37 seconds West, 75.90 feet; thence South 47 degrees 44 minutes 21 seconds West, 172.00 feet; thence South 62 degrees 20 minutes 20 seconds West, 353.15 feet; thence North 16 degrees 10 minutes 48 seconds West, 29.00 feet; thence North 82 degrees 14 minutes 25 seconds West, 327.40 feet; thence South 51 degrees 17 minutes 54 seconds West, 165.10 feet; thence North 82 degrees 13 minutes 50 seconds West, 40.00 feet; thence North 07 degrees 46 minutes 10 seconds East, 95.47 feet; thence North 37 degrees 13 minutes 35 seconds West, 210.00 feet; thence North 83 degrees 06 minutes 47 seconds West, 171.35 feet; thence South 41 degrees 05 minutes 14 seconds West, 136.89 feet; thence South 07 degrees 46 minutes 10 seconds West, 77.00 feet; thence North 69 degrees 29 minutes 46 second West, 206.00 feet; thence South 52 degrees 59 minutes 03 seconds West, 190.00 feet; thence South 26 degrees 10 minutes 3 seconds East, 100 feet to the North right-of-way line of Braid Hill Drive; thence along the North line of Braid Hill Drive, thence South 84 degrees 28 minutes 22 seconds West on a curve to the left whose central angle is 22 degrees and whose radius is 436.56 feet, an arc distance of 132.63 feet; thence South 75 degrees 46 minutes 10 seconds West, 218.02 feet to the point of beginning;

And-

Beginning from the Southwest Corner of the Southwest Quarter of the Southwest Quarter of Section 32, Township 32 South, Range 4 East of the 6th P.M., Cowley County, Kansas; thence along the West line of said Section 32 along an assumed bearing of North 00 deg. 00 min. 00 sec. East a distance of 209.06 feet; thence South 83 deg. 38 min. 51 sec. East a distance of 72.97 feet to the point of beginning; thence South 83 deg. 38 min. 51 sec. East a distance of 105.02 feet; thence North 39 deg. 53 min. 40 sec. East a distance of 610 feet; thence North 45 deg. 40 min. 51 sec. West a distance of 430.00 feet; thence North 83 deg. 38 min. 51 sec. West a distance of 103.08 feet; thence South 6 deg. 21 min. 09 sec. West a distance of 772.96 feet to the point of beginning.

And-

Beginning at the Northwest corner of the Northeast Quarter of Section 35, Township 32 South, Range 4 East of the 6th P.M., thence South along the West line of said Quarter Section 35, 368 feet, thence East parallel to the North line of said Quarter Section, 355.11 feet, thence North parallel to the West line of said Quarter Section, 368 feet to the North line of said Quarter

Section, thence West along the North line of said Quarter Section, 355.11 feet to the point of beginning.

And-

North Half of the Northwest Quarter and Southwest Quarter of the Northwest Quarter, all in Section 8, Township 33 South, Range 4 East of the 6th P.M., EXCEPT tract deeded to State of Kansas for limited access highway purposes by deed recorded in Book 265, at Page 331 in the office of the Register of Deeds, Cowley County, Kansas.

All being situated in the County of Cowley, State of Kansas.

Section 2. This resolution shall be published only as Section 2-2 of the Winfield, Kansas, Code.

ADOPTED this 21st day of December, 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



Request for Commission Action

Date: 12/15/20

Requestor: Taggart Wall, City Manager

Action Requested: Approval of contract with RJR Enterprises for the construction of two splashpads; one at the Winfield Aquatic Center and the other at Cherry Street Park.

Analysis:

The City has solicited design/build proposals from two well known companies for the installation of two splashpads in the park system.

One splashpad will replace the existing deteriorating pool play area at the Aquatic Center and will be open as a stand-alone facility through the shoulder months when the pool is not open and during the pool season will function as an amenity of the pool. This pad will feature above ground as well as ground sprays.

The second splashpad will be a stand-alone facility constructed on the west side of Cherry Street Park. This pad will feature only ground sprays.

All facilities will include signage that will limit the use by age and have other regulations including no pets and no wheeled devices allowed.

Both facilities will be flow-through with the wastewater being used to water the golf course.

Fiscal Impact:

This project is allocated for in the CIP 390 Fund. Total cost of the contract is \$302,000.

Attachments: Resolution.

A RESOLUTION

AUTHORIZING and directing the City Manager and Clerk of the City of Winfield, Kansas, to enter into a contract for splashpad improvements between the City of Winfield, Kansas and RJR Enterprises Inc., Rogers, Arkansas.

WHEREAS, proposals for the construction of splashpad improvements were requested and accepted; and,

WHEREAS, RJR Enterprises, Inc.; submitted the most suitable proposal within the established budget for the project;

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

Section 1. The City Manager and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute a contract for the amount \$302,000.00 (three hundred two thousand dollars and no cents), between the City of Winfield and RJR Enterprises Inc., Rogers, Arkansas, a copy of which is attached hereto and made a part hereof the same as if fully set forth herein.

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

ADOPTED this 21st day of December, 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

Splashpad

City of Winfield, Kansas

This contract executed this ____ day of _____, 2020, shall be between the City of Winfield, Kansas located at 200 E 9th Avenue, Winfield, KS 67156, and RJR Enterprises, Inc. located at 804 North 42nd Street, Rogers, Arkansas 72756.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. RJR Enterprises, Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, insurance, and all other accessories and services necessary to complete items bid as stated in RJR Enterprises, Inc. Proposal and Scope of Work.

2. Total cost for the project is \$302,000.00 (includes Bonds)

City of Winfield, Kansas shall pay for completion of the project based on prices indicated in RJR Enterprises, Inc. proposal and Statement of Values. Payments will be made after approval and acceptance of work and submission of invoices. Payments due within thirty days of invoice. Payment shall be made upon completion and acceptance of the following tasks:

- A. Up to ____ 5 ____% of the total contract amount upon completion and acceptance of design drawings and technical specifications with updated date certain schedule
 - B. Percent of completion every 30 days. Based on amounts from Proposal and Statement of Values,
 - C. Up to 95% upon achieving Substantial Completion.
 - D. The final balance shall be paid upon final acceptance of the project by Owner, successful completion of Punch List submitted by Owner to RJR Enterprises after Substantial Completion.
4. The Work for the Construction of City of Winfield, Kansas Splashpad, shall be substantially completed within 120 consecutive calendar days from issuance of approved submittals from the City of Winfield, Kansas and completed and ready for final payment 15 consecutive calendar days thereafter. Delays in construction due to bad weather or other events outside of the control of RJR Enterprises shall be negotiated and agreed upon by the parties.
5. The Contract documents which comprise the contract between the City of Winfield, Kansas, and RJR Enterprises, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof which include the following:
.

- A. Drawings and technical specifications prepared in accordance with the Requirements of the Proposal and accepted by the City of Winfield, Kansas.
 - B RJR Enterprises, Inc. Scope of Work, Proposal and List of values
 - C. These Contract documents constitute the entire agreement between the City of Winfield, Kansas and RJR Enterprises, Inc. and may be modified only by a duly executed written instrument signed by the City of Winfield, Kansas and, RJR Enterprises, Inc.
 - D Preliminary Schedule included in Section 1 of the Proposal as amended and updated once per month by RJR Enterprises, Inc. and agreed to by the City of Winfield, Kansas. Updating a Schedule beyond the deadline for Substantial Completion shall require a Change to this agreement discussed in C above.
- 6. RJR Enterprises, Inc. shall not assign its duties under the terms of this agreement without express permission from the City of Winfield, Kansas.
 - 7. RJR Enterprises, Inc. agrees to hold the City of Winfield, Kansas, harmless and indemnify the City of Winfield, Kansas, it's employees, Agents, elected officials, and representatives, against any and all claims for property damage, personal injury or death, arising from RJR Enterprises, Inc.'s performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under that may be provided by Kansas Law.
 - 8. RJR Enterprises, Inc. shall furnish a certificate of insurance addressed to the City of Winfield, Kansas, showing that RJR carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, RJR Enterprises, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
 - 1. Workmen's Compensation:
Statutory Amount
 - 2. Comprehensive General & Automobile Insurance:
\$1,000,000 for each accident

3. Bodily Injury Liability:
\$1,000,000 for each accident
4. Property Damage Liability:
\$2,000,000 aggregate

The premiums for all insurance required herein shall be paid by RJR Enterprises, Inc. The City of Winfield, Kansas shall be an additional insured on the insurance policies 2, 3, and 4 identified above.

9. RJR Enterprises shall obtain and secure a Performance Bond and Statutory Payment Bond for project.
10. This contract may be terminated by the City of Winfield, Kansas or RJR Enterprises, Inc. with 10 days written notice.
11. Changes in scope or price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by City of Winfield, Kansas, **in advance** of the change in scope, cost or fees.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2020.

City of Winfield, Kansas

RJR Enterprises, Inc.

By: _____

By: _____

Attest _____

*Attest _____

* If a Corporation, attest by the Secretary.



RJR Enterprises, Inc., Scope of Work, and Proposal

City of Winfield Kansas
Winfield Aquatic Center Splashpad

Total Proposal Price
\$179,000.00

Scope of Work:

- Concrete Pad Complete 3040 SQ FT
- Concrete Pad Complete Wet Deck w/ Integral Color 2045 SQ FT (Omaha Tan)
- Sidewalk from parking to splashpad 500 SQ FT
- Supply and install Vortex equipment as per plans.
- 2-Kite Sail Shade 11x11
- 2 Picnic Tables
- 4 Benches w/ back
- Drain Line to storm
- Connect to 2" owner supplied water line.
- Connect to owner supplied electric service.
- Supply and install electrical conduit from splashpad controller to activator.
- Start-up, programming and operator training by manufacturer's representative.

Owner Responsible For:

Site preparation / grading/ Removal of Asphalt / finish sod / landscaping
All utilities including water, sewer and electric to site and within 10' of Splashpad.
Min 2" potable water supply line with 60 psi and.
Water tap, main shut off valve, and pressure regulator.
Electrical service 120vac, 10 amps to site
Permits / fees if required.
Location and protection of all underground utilities

Exclusions:

Site preparation, soil testing and rock excavation
Costs of related engineering work if required.
Permits, fees and costs associated with permitting if required. bonding/insurance costs if required.



RJR Enterprises, Inc., Scope of Work, and Proposal

City of Winfield Kansas
Cherry Street Park, Winfield, KS

Total Proposal Price
\$117,000.00

Scope of Work:

- Concrete Pad Complete 2500 SQ FT
- Concrete Pad Complete Wet Deck w/ Integral Color 1535 SQ FT (Omaha Tan)
- Sidewalk from parking to splashpad 100 SQ FT
- Supply and install Vortex equipment as per plans.
- 1- Single Post Umbrella 12'X12'
- 3 Benches w/ back
- Drain Line to storm
- Connect to 2" owner supplied water line.
- Connect to owner supplied electric service.
- Supply and install electrical conduit from splashpad controller to activator.
- Start-up, programming and operator training by manufacturer's representative.

Owner Responsible For:

Site preparation / grading/ Removal of Asphalt / finish sod / landscaping
All utilities including water, sewer and electric to site and within 10' of Splashpad.
Min 2" potable water supply line with 60 psi and.
Water tap, main shut off valve, and pressure regulator.
Electrical service 120vac, 10 amps to site
Permits / fees if required.
Location and protection of all underground utilities

Exclusions:

Site preparation, soil testing and rock excavation
Costs of related engineering work if required.
Permits, fees and costs associated with permitting if required. bonding/insurance costs if required.

804 N 42 nd Street
Rogers, AR 72756

Date	Proposal#
12/2/2020	180934

Name / Address
City of Winfield Kansas Taggart Wall 200 E 9th Avenue, Winfield, KS 67156

[illegible]

Total	\$302,000.00
--------------	--------------

Signature

Phone #	Fax #	Cell	E-mail	Web Site
479-936-1092	479- 439-8692	Ryan 479-936-1092 Ron 479-621-3939	ryanbrown@nwarjr.com ronbrown@nwarjr.com	rjrplay.com



Winfield Aquatic Center Splashpad, Winfield, KS

11-18-2020

SPLASHPAD LAYOUT DRAWING

SCALE: NTS





TWINSPLASH

PRODUCT HIGHLIGHTS ...

- ICONIC EXPERIENCE
- 15 FEET HIGH
- TWO SURPRISING WATER WAVE EFFECT
- CENTRAL WATER FEATURE WITH DUMPING BUCKET

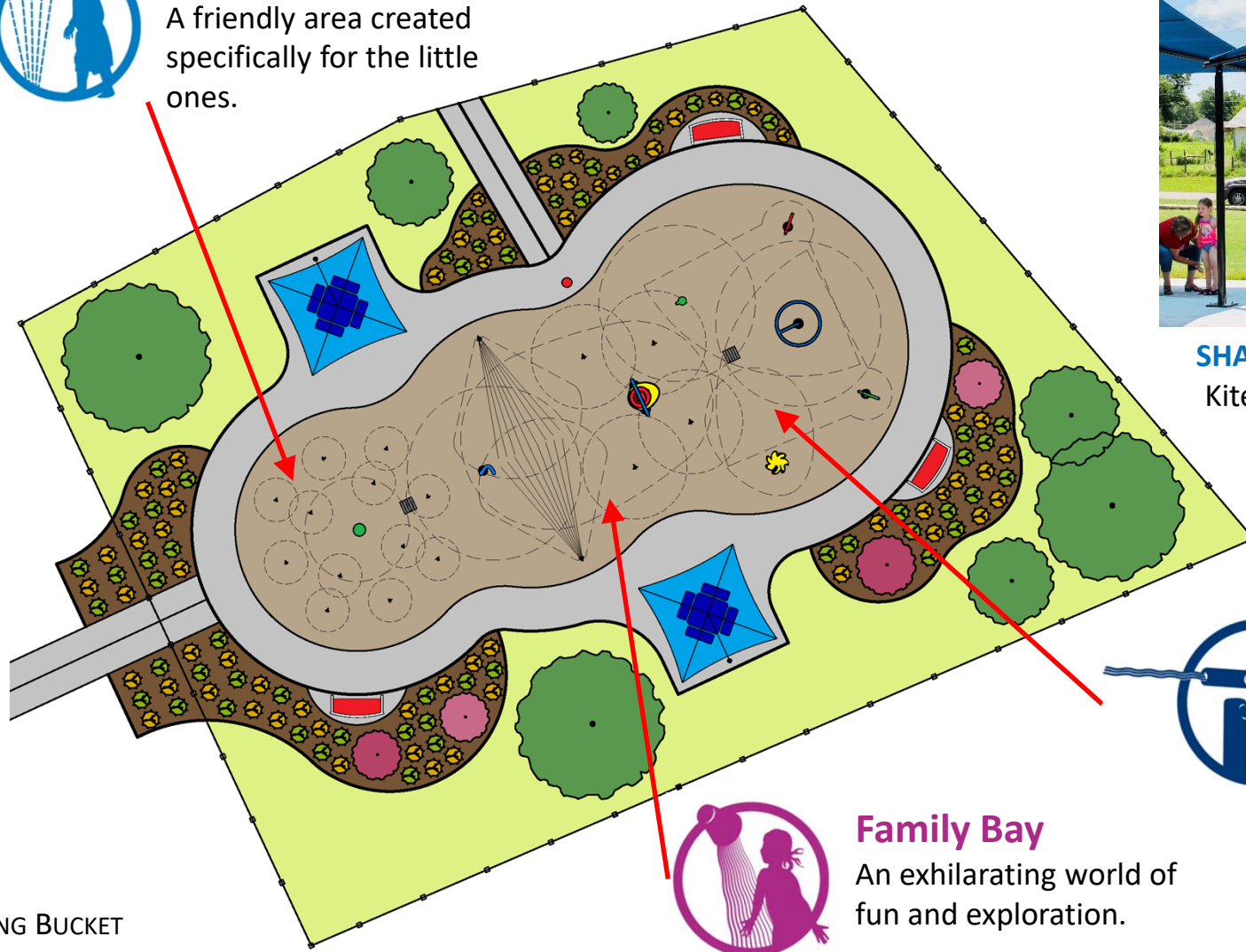


Toddler Bay

A friendly area created specifically for the little ones.

PARK BENCHES (TYP. 3)....

Three park benches are included in this design.



SHADE STRUCTURES (TYP. 2)....

Kite Sail Shade w/ Picnic Table



Action Bay

A high energy group play area for the more adventurous.



Family Bay

An exhilarating world of fun and exploration.

(8) ABOVE GROUND FEATURES

(18) GROUND SPRAYS



(1) Spiroo



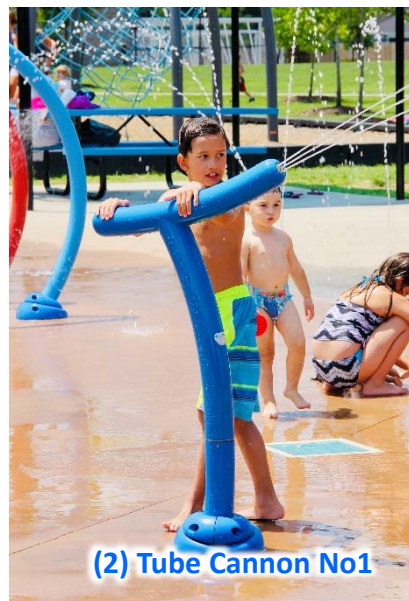
(2) Rooster Tail



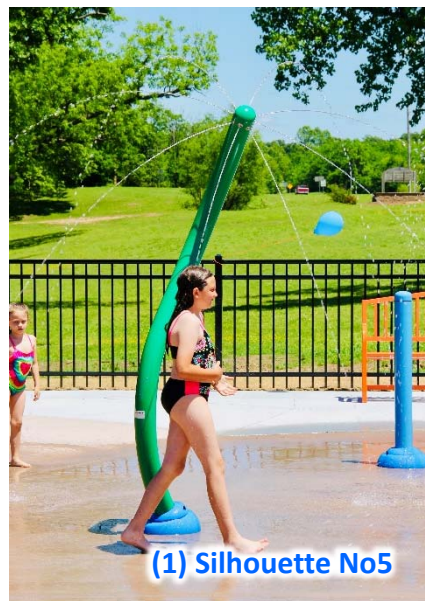
(1) Helio No3



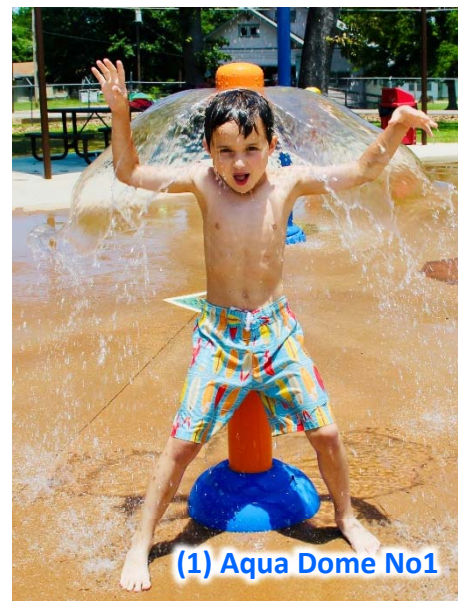
(12) Jet Stream No1



(2) Tube Cannon No1



(1) Silhouette No5



(1) Aqua Dome No1



(1) Astra No3



(4) Fountain Spray No1

AQUATIC CENTER SPLASHPAD – NOVEMBER 18, 2020

CITY OF WINFIELD, KS



Discover. Explore. Play.
www.power-play.net

Proposed Splashpad
2,500 SF

Proposed
Landscaping & Boulders
By Owner

40 ground spray
water features

Proposed
Landscaping & Boulders
By Owner

Benches
(Typ. 3)

Cantilever
Umbrella Shade
w/ Table

Cherry Street Park Splashpad, Winfield, KS

11-12-2020

SPLASHPAD LAYOUT DRAWING



SCALE: NTS

1/4" = 1'-0"

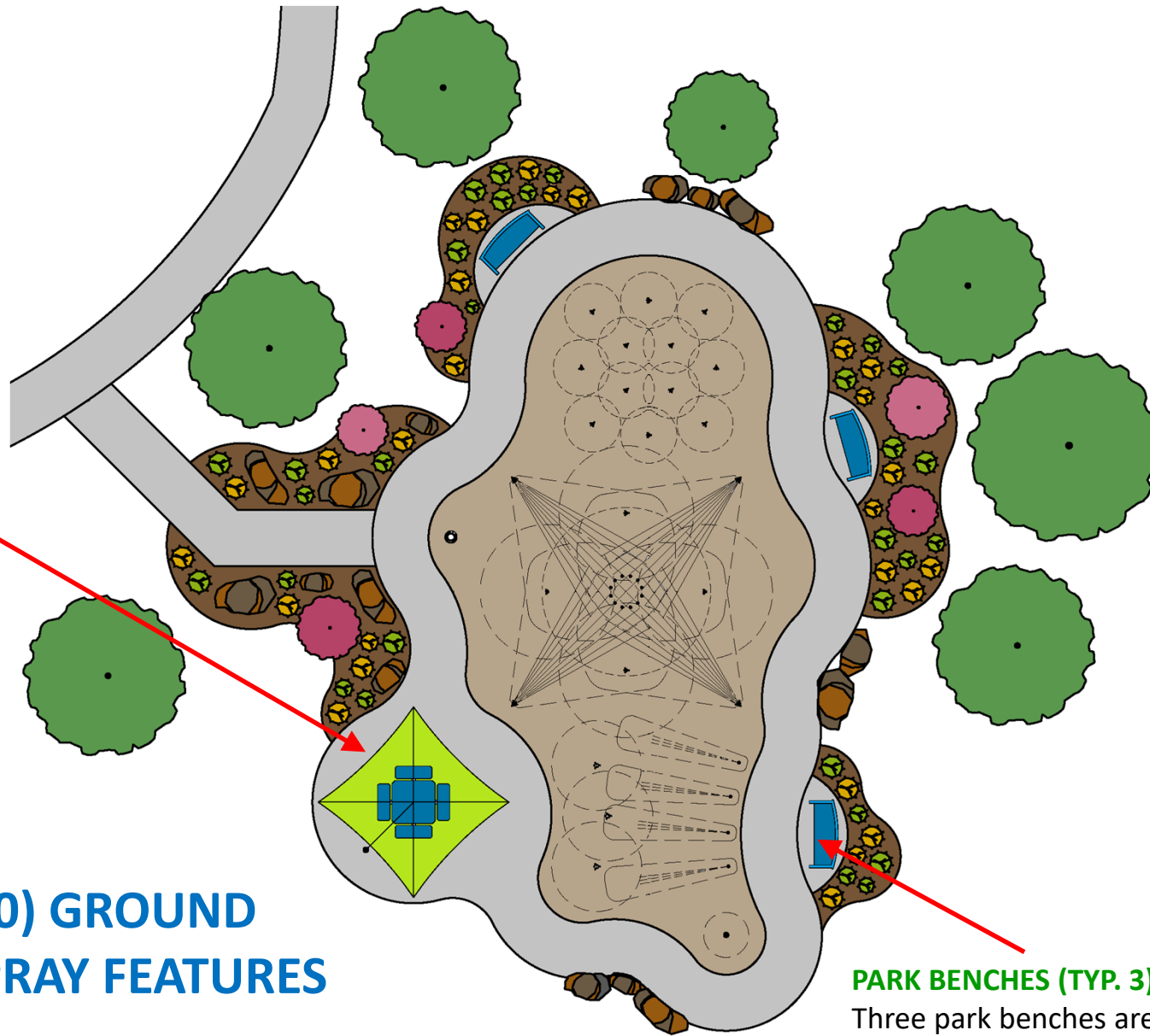
NOT TO SCALE. THIS DRAWING IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE CLIENT ASSUMES ALL RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED AND THE DESIGN. THE DESIGNER ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED OR THE DESIGN. THE DESIGNER ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED OR THE DESIGN.



SHADED SEATING (TYP. 1)...
Cantilever Umbrella Shade w/ Picnic Table



(4) Directional Jet No1



**(40) GROUND
SPRAY FEATURES**

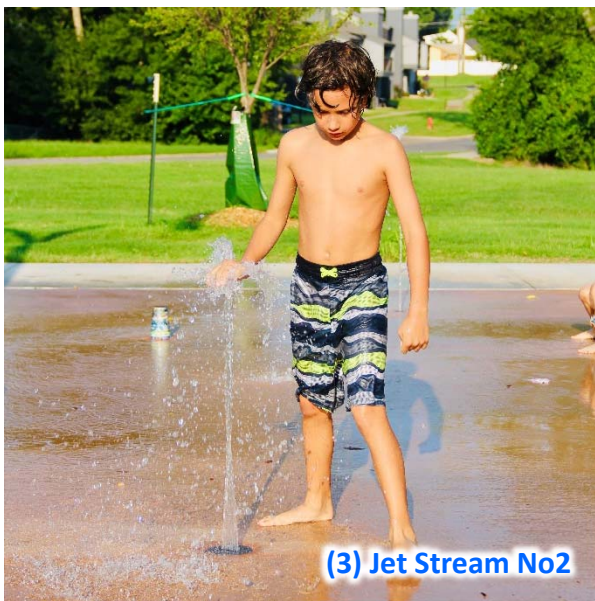
PARK BENCHES (TYP. 3)....
Three park benches are included in this design.



(4) Rooster Tail



(12) Jet Stream No1



(3) Jet Stream No2



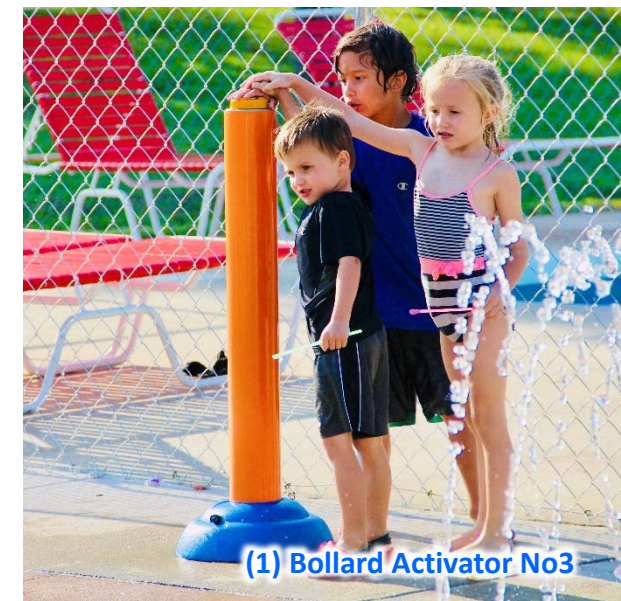
(1) Water Jelly No1



(4) Fountain Spray No1



(1) Cylinder Spray



(1) Bollard Activator No3



Request for Commission Action

Date: December 16, 2020

Requestor: Brenda Peters

Action Requested: Consider Cereal Malt Beverage Applications for year 2021

Analysis: The City Commission is required to approve applications for sale of Enhanced Cereal Malt Beverages each year. Attached is a listing of the applications that were received by the deadline for Commission Approval.

Fiscal Impact: None

Attachments: List of applicants for 2021

Establishment	Premises Address	License Type	Applicant Type	Manager Name
U Pump It	221 E 9th Ave	CMB-Packaged	Corporate	Judith Owens
Jumpstart Shamrock	1318 Main St	CMB-Packaged	Corporate	Jessica Swinford
Boss Hogs Bar B Q	314 W. 8th Ave	CMB-Serve on Premises	Individual	Jennifer Segree
New China Wok Buffet	1620 Main St	CMB-Serve on Premises	Corporate	Fang Yang
Walmart Store #369	2202 Pike Rd	CMB-Packaged	Corporate	Mark Marazas
City of Winfield-The 19th Hole	3805 Quail Ridge Dr	CMB-Serve on Premises	Corporate	Brad Sexson
Food Mart	1500 Main St	CMB-Packaged	Corporate	Dinesh Patel
Pizza Hut	1902 Main St	CMB-Serve on Premises	Corporate	Kevin Potts
Dillons	2310 Main St	CMB-Packaged	Corporate	Brett Smith
Casey's General Store	219 W 9th Ave	CMB-Packaged	Corporate	Joshua Anderson
Petro Stop - Babi & Co.	2124 E 9th Ave	CMB-Packaged	Corporate	Muhammad Ashraf