

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, May 03, 2021
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDER.....Mayor Gregory N. Thompson
ROLL CALL.....City Clerk, Brenda Peters
MINUTES OF PRECEDING MEETING.....Monday, April 19, 2021

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 2147 – An Ordinance – Repealing Ordinance No. 4128 requiring the wearing of face coverings in the corporate limits of the City of Winfield, Kansas.

Bill No. 2148 – A Resolution – Establishing public health recommendations to slow and reduce the spread of Covid-19 in the City of Winfield, Kansas.

Bill No. 2149 – A Resolution – Concerning acceptance and compliance with various requirements to obtain financial assistance from United States of America, acting through the United States Department of Agriculture, Rural Development.

Bill No. 2150 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a contract for Project No. 21-TI905 for asphalt street improvements between the City of Winfield, Kansas and APAC-Kansas, Inc., Shears Division.

Bill No. 2151 – A Resolution – Authorizing a Tax-Exempt Lease Purchase Agreement and a Taxable Supplemental Lease Purchase Agreement by the William Newton Memorial Hospital to provide funds to pay the costs of acquiring, constructing and installing building and related improvements, fixtures, equipment and furnishings and support facilities on the real property for use as a public hospital and certain costs of issuance, and authorizing and approving certain actions in connection therewith.

Bill No. 2152 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas to execute an agreement between Thomas and Cathy McClurg and the City of Winfield, Kansas, providing for the construction of a new sewer line and establishing payment terms for said sewer line.

Bill No. 2153 – A Resolution – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Arkansas City Area Arts Council Inc.)

OTHER BUSINESS

-Consider Appointments to Senior Citizen Advisory Board (Keith and Kathy Wohlgemuth)
-Consider application for Drinking Establishment for Ladybird Brewing, LLC, 523 Main St.
-Executive session-attorney/client

ADJOURNMENT

-Next Commission work session 4:00 p.m. Thursday, May 13, 2021.
-Next regular meeting 5:30 p.m. Monday, May 17, 2021.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
April 19, 2021

The Board of City Commissioners met in regular session, Monday, April 19, 2021 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Gregory N. Thompson was absent. Presiding Officer Ronald E. Hutto and Commissioner Phillip R. Jarvis were present. Also in attendance were Taggart Wall, City Manager; Brenda Peters, City Clerk and William E. Muret, City Attorney. Other staff member present was Josh Wallace, Environmental Inspector.

City Clerk Peters called roll.

Commissioner Jarvis moved that the minutes of the April 5, 2021 meeting be approved. Commissioner Hutto seconded the motion. With both Commissioners voting aye, motion carried.

BUSINESS FROM THE FLOOR

NEW BUSINESS

Bill No. 2138 – An Ordinance – Granting to Cox Communications Kansas, LLC (Cox), its successors and assigns, a Wireless Infrastructure Agreement (Franchise Agreement) and prescribing the terms of said grant and relating thereto. City Manager Wall explains that this Ordinance allows an agreement between Cox Communications and the City of Winfield for small cell sight development. Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, both Commissioners voting aye, Bill No. 2134 was adopted and numbered Ordinance No. 4155.

Bill No. 2139 – A Resolution – Determining the existence of certain nuisances at 906 E 15th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Environmental Inspector Wallace explains that the next six Resolutions determine the existence of nuisances at six different properties requiring Commission action to proceed with the process. Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, both Commissioners voting aye, Bill No. 2139 was adopted and numbered Resolution No. 3321.

Bill No. 2140 – A Resolution – Determining the existence of certain nuisances at 1112 E 5th in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, both Commissioners voting aye, Bill No. 2140 was adopted and numbered Resolution No. 3421.

Bill No. 2141 – A Resolution – Determining the existence of certain nuisances at 821 E 13th in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, both Commissioners voting aye, Bill No. 2141 was adopted and numbered Resolution No. 3521.

Bill No. 2142 – A Resolution – Determining the existence of certain nuisances at 332 N Massachusetts in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, both Commissioners voting aye, Bill No. 2142 was adopted and numbered Resolution No. 3621.

Bill No. 2143 – A Resolution – Determining the existence of certain nuisances at 820 E 7th in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, both Commissioners voting aye, Bill No. 2143 was adopted and numbered Resolution No. 3721.

Bill No. 2144 – A Resolution – Determining the existence of certain nuisances at 1018 E 6th in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, both Commissioners voting aye, Bill No. 2144 was adopted and numbered Resolution No. 3821.

Bill No. 2145 – A Resolution – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Island Park Productions) City Manager Wall explains this Resolution approves an Outdoor Community Event and allows alcohol consumption at Island Park on certain days for the Island Park Productions concert series. Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, both Commissioners voting aye, Bill No. 2145 was adopted and numbered Resolution No. 3921.

Bill No. 2146 – A Resolution – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Young Professionals of Cowley County) City Manager Wall explains this Resolution approves an Outdoor Community Event and allows serving alcohol through a Temporary Entertainment District between 9th and 10th Ave on Millington St. during the Spring Music Crawl. Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, both Commissioners voting aye, Bill No. 2146 was adopted and numbered Resolution No. 4021.

ADJOURNMENT

Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, both Commissioners voting aye, the meeting adjourned at 5:35 p.m.

Signed and sealed this 29th day of April 2021.

Signed and approved this 3rd day of May 2021.

Brenda Peters, City Clerk

Gregory N. Thompson, Mayor

(First published in Cowley Courier Traveler on Friday, May 7, 2021)

BILL NO. 2147

ORDINANCE NO. 4156

AN ORDINANCE

REPEALING Ordinance No. 4128 requiring the wearing of face coverings in the corporate limits of the City of Winfield, Kansas.

WHEREAS, on July 6, 2020, the Winfield City Commission adopted Ordinance No. 4128 requiring the wearing of masks or other face coverings in the corporate limits of the city, when certain distancing could not be met, to slow the spread of COVID-19 within the City; and

WHEREAS, COVID-19 is a respiratory disease that spreads easily from person to person and which results in serious illness or death among some who are infected; and

WHEREAS, the Governing Body of the City of Winfield wishes to repeal Ordinance No. 4128 and, in its place, enact public health recommendations regarding COVID-19; and

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

Section 1. Ordinance No. 4128 is hereby repealed.

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

ADOPTED this 3rd day of May 2021.

(SEAL)

Gregory N. Thompson, 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 public health recommendations to slow and reduce the spread of Covid-19 in the City of Winfield, Kansas.

WHEREAS, on July 6, 2020, the Winfield City Commission adopted Ordinance No. 4128 requiring the wearing of masks or other face coverings in the corporate limits of the city when certain distancing could not be met to slow the spread of COVID-19 within the City; and

WHEREAS, COVID-19 is a respiratory disease that spreads easily from person to person and which results in serious illness or death among some who are infected; and

WHEREAS, COVID-19 has resulted in 3,938 reported positive cases of COVID-19 in Cowley County and the deaths of 107 Cowley County residents; and

WHEREAS, the spread of COVID-19 endangers the health, safety, and welfare of persons and property within Winfield, Kansas; and

WHEREAS, the spread of COVID-19 also presents a serious threat to the continued effective operation of the local economy within Winfield; and

WHEREAS, a significant proportion of eligible Winfield residents have yet to be vaccinated against COVID-19; and

WHEREAS, eligible Winfield residents are strongly encouraged to be vaccinated against COVID-19; and

WHEREAS, the City of Winfield possesses home rule powers under the Kansas Constitution Article 12, Section 5, under which it may enact certain restrictions related to public health or otherwise to reduce the spread of COVID-19 within the City; and

WHEREAS, the Governing Body wishes to establish public health recommendations to reduce the spread of COVID-19 in the community; and

WHEREAS, in recognition and furtherance of the City's responsibility to provide for and ensure the health, safety, security, and welfare of the people of the City of Winfield, and to slow and reduce the spread of COVID-19 within the City, the Governing Body has determined that it is appropriate to strongly recommend that eligible residents be vaccinated, that masks or other face coverings be worn in public, that physical distancing be practiced in public, and that Winfield residents, businesses, and organizations follow the guidance and recommendations of the Centers for Disease Control and Prevention ("CDC"), the Kansas Department of Health and Environment ("KDHE"), and the City-Cowley County Health Department.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Winfield, Kansas, that the Governing Body strongly recommends the following actions be taken, when and wherever possible or feasible, to slow and reduce the spread of COVID-19 within the City of Winfield:

1. Eligible individuals be vaccinated against COVID-19; and
2. Individuals wear masks or face coverings within indoor public spaces; and
3. Businesses and organizations strongly encourage or require customers, visitors, employees, and other invitees to wear masks or face coverings in indoor public spaces; and
4. Individuals within a public space maintain 6 feet of physical distancing from other individuals, unless such individuals reside together or are known to each other; and
5. Businesses and organizations strongly encourage or require customers, visitors, employees, and other invitees to maintain 6 feet of physical distancing from other individuals in public spaces, unless such individuals reside together or are known to each other; and
6. Businesses and organizations adopt and apply additional mitigation strategies and practices to reduce the spread of COVID-19 that are appropriate for and take into consideration their respective operations and activities; and
7. Individuals, businesses, and organizations follow the current and continuing guidance and recommendations of the Centers for Disease Control and Prevention (“CDC”), the Kansas Department of Health and Environment (“KDHE”), the City-Cowley County Health Department to reduce the spread of COVID-19.

BE IT FURTHER RESOLVED, by the Governing Body that this Resolution is not an Ordinance of the City of Winfield.

This resolution shall be effective at 12:01 A.M. on Tuesday, May 4, 2021 and shall remain in effect unless and until it is amended, revoked, or replaced.

ADOPTED this 3rd day of May 2021.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

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

A RESOLUTION/ORDINANCE OF THE _____ OF
_____, _____,
_____, KS _____, CONCERNING ACCEPTANCE AND
COMPLIANCE WITH VARIOUS REQUIREMENTS TO OBTAIN FINANCIAL
ASSISTANCE FROM UNITED STATES OF AMERICA, ACTING THROUGH THE
UNITED STATES DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT.

BE IT RESOLVED BY THE _____
OF _____, _____, KANSAS, AS FOLLOWS:

Section 1. Definitions

- A. _____ will also be referenced as "applicant", "recipient", "participant", and "grantee" throughout this document.
- B. United States of America, acting through United States Department of Agriculture, Rural Development, will also be referenced as USDA Rural Development and "RD" throughout this document.

Section 2. Forms and Certifications

The following listed forms with instructions are attached hereto and fully incorporated as if set forth herein:

- A. Standard Form 424-B, Assurances – Non Construction Programs
Standard Form 424-D, Assurances – Construction Programs
- B. Form RD 400-1, Equal Opportunity Agreement. **APPLICABLE TO CONSTRUCTION CONTRACTS IN EXCESS OF \$10,000.**
- C. Form RD 400-4, Assurance Agreement
- D. Form AD-1047, Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions
- E. Form AD-1049, Certification Regarding Drug Free Workplace Requirements (Grants) Alternative I – For Grantees Other Than Individuals. **APPLICABLE ONLY TO GRANTS.**
- F. Form RD 1910-11, Applicant Certification Federal Collection Policies for Consumer or Commercial Debts. **APPLICABLE ONLY TO LOANS.**
- G. RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants and Loans.
- H. Form AD-3030, Representations Regarding Felony Conviction and Tax Delinquent Status for Corporate Applicants. **APPLICABLE ONLY TO NON PROFITS.**
- I. Form AD-3031, Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants. **APPLICABLE ONLY TO NON PROFITS.**

Section 3. Other Requirements

- A. The applicant does hereby certify that it is unable to finance the proposed project from their own resources or through commercial credit at reasonable rates and terms. Upon the request of RD, the applicant will provide RD the requested documentation required to support the determination.
- B. The applicant does hereby adopt the standards of conduct and procurement procedures set forth in those regulations of USDA Rural Development appearing in Title 7, Code of Federal Regulations, Section 1942.18 (j) – (k), provided however that in those instances where funds derived from loans made or insured by, or grants made by, the Government are not involved, prior consent or approval of the Government as provided in such regulations shall not be required. See Exhibit A.
- C. The applicant does hereby certify that is duly organized in the State of Kansas per statute(s) _____ and it has continuously functioned as such for a period of at least _____ years.

Exhibit-B, Officers of Organization - please list the duly elected, qualified, and acting officers of the organization.

For Non-Profits – Organizational documents, including Articles of Incorporation and By-Laws are required to be submitted with this certification. Other documentation required to verify your eligibility will be submitted upon request of RD.

Section 4. Miscellaneous Provisions

- A. If any section, subsection or part of this resolution/ordinance, whether large or small, and whether set forth or incorporated herein by reference, is for any reason held invalid, the validity thereof shall not affect the validity of any of the other provisions of this resolution, whether large or small, and whether set forth or incorporated herein by reference.
- B. If any section, subsection or other part of this resolution/ordinance is found to be in conflict with an actual form set forth or referred to herein, the version of the form which is in effect on the date of this instrument will be applicable.
- C. The signature of the _____ and the attestation by the _____ to this resolution/ordinance shall act as the signature and attestation to each and every one of the requirements and forms set for and incorporated by reference in the sections and subsections of this resolution/ordinance as fully as if signed and attested to on individual documents or forms for each.

Section 5. Notice to Applicant

The applicant is given notice and hereby acknowledges the following:

Applicants are required to identify any known relationship or association with a Rural Development employee. This would include family members, known close relatives, business associates or known close personal associates. In these cases, arrangements will be made for special handling of processing and servicing actions as required by CFR Part 1900 Subpart D. It will not affect your account status. **Please disclose these relationships on Exhibit D.**

This Resolution/Ordinance shall be in full force and effect from and after its passage and approval.

PASSED on:_____.

The vote was: Yeas____ Nays____ Absent____

(OFFICIAL SEAL)

SIGN HERE

Signature

Name/Title

Attested by:

SIGN HERE

Signature

Name/Title

CERTIFICATE

I, the undersigned, as _____ of _____

Do hereby certify that the _____ is composed of _____

Members, of whom _____ constituting a quorum, were present at a meeting thereof duly called and held on the date passed; that the foregoing Resolution/Ordinance was adopted at such meeting by the vote shown above; that the passage of the foregoing Resolution/Ordinance is reflected in the official minutes of the said meeting; and that the Resolution/Ordinance has not been rescinded or amended in any way.

Dated: _____ .

SIGN HERE

Signature

Title

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a -1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL NO SIGNATURE REQUIRED	* TITLE
* APPLICANT ORGANIZATION	* DATE SUBMITTED

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009

Expiration Date 07/30/2010

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-1 33, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

*SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL NO SIGNATURE REQUIRED	*TITLE	
*APPLICANT ORGANIZATION		*DATE SUBMITTED

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated _____ between _____

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (f) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

Recipient

Recipient

(CORPORATE SEAL)

Name of Corporate Recipient

Attest: **NO SIGNATURE REQUIRED**

Secretary

By **NO SIGNATURE REQUIRED**

President

USDA
Form RD 400-4
(Rev. 11-17)

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED
OMB No. 0575-0018
OMB No. 0570-0062

The

(name of recipient)

, KS

(address)

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), and 7 CFR Part 15, 7 CFR 1901, Subpart E.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [in accordance with USDA RD LEP Guidance for RD Funded (Assisted) Programs]. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>;

2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) [as implemented by 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E];

5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units, i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features, see 24 CFR Part 100.201; and

6. Titles II and III of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions governing USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to records, accounts, documents, information, facilities, and staff:

1. You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
2. You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Title VI, Title IX, Age, and Section 504 implementing regulations and other applicable laws or program guidance.
3. You must keep such records and submit to the responsible Department official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible Department official or his designee may determine to be necessary to ascertain whether you have complied or are complying with relevant obligations.
4. You must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Rural Development or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
6. If, during the past three years, you (the recipient) have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Office of Civil Rights.

The United States has the right to seek judicial enforcement of these obligations.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of program-specific nondiscrimination policy requirements found at CFR Part 15, 7 CFR Part 15 b, 12 CFR Part 202, 7 CFR 1901, Subpart E., DR4300-003, DR4330-0300, DR4330-005.

Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Data Collection

The Recipient agrees to compile and maintain information pertaining to programs or activities developed as a result of the Recipient's receipt of federal assistance from Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service). Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) to be relevant to the obligation to assure compliance by recipients with laws cited in this assurance agreement.

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this Document is accurate and complete, and that the recipient is in compliance with the nondiscrimination requirements set out above.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, _____ on this
(name of recipient)
date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(S E A L)

NO SIGNATURE REQUIRED

Recipient

Date

Attest: **NO SIGNATURE REQUIRED**

Title

Title



United States Department of Agriculture

AD-1047

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 0.25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

- A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A.2.) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

Community Facilities Loan/Grant

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

NO SIGNATURE REQUIRED

DATE

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Instructions for Certification

- (1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- (7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.



United States Department of Agriculture

AD-1049

**Certification Regarding Drug-Free Workplace Requirements (Grants)
Alternative I – For Grantees Other Than Individuals**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 C.F.R. Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 0.25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Three Before Completing Certification)

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A.1.).
4. Notifying the employee in the statement required by paragraph (A.1.) that, as a condition of employment under grant, the employee will –
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (A.4.b.) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (A.4.b.), with respect to any employee who is so convicted –
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A.1. through A.6.).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

PLACE OF PERFORMANCE (*Street Address, City, County, State, Zip Code*)

, KS

Check ☐ if there are workplaces on file that are not identified here.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME
Community Facilities Loan/Grant

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S) **NO SIGNATURE REQUIRED**

DATE

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Instructions for Certification

- (1) By signing and submitting this form, the grantee is providing the certification set out on pages one and two in accordance with these instructions.
- (2) The certification set out on pages one and two is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- (3) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
- (4) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
- (5) If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s). If it previously identified the workplaces in question, see paragraph (3) above.
- (6) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
 - "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, and as further defined by 21 C.F.R. §§ 1308.11-1308.15.
 - "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
 - "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
 - "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces).

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

APPLICANT CERTIFICATION
FEDERAL COLLECTION POLICIES FOR CONSUMER OR COMMERCIAL DEBTS

The Federal Government is authorized to check credit information about the applicant(s) including using the federal Credit Alert Interactive Voice Response System (CAIVRS) or its successors to check to see if the applicant(s) are delinquent or in default on a Federal debt.

The Federal Government is also authorized by law to take any or all of the following actions in the event your loan payments become delinquent or you default on your loan:

- Report your name and account information to a credit reporting agency, and the Credit Alert Interactive Voice Response System (CAIVRS).
- Assess interest and penalty charges for the period of time that payment is not made.
- Assess charges to cover additional administrative costs incurred by the government to service your account.
- Offset amounts to be paid to you from your Federal income tax refund.
- Offset amounts to be paid to you under other Federal Programs.
- Refer your account to a private collection agency to collect the amount due.
- Foreclose on any security you have given for the loan.
- Pursue legal action to collect through the courts.
- Report any written off debt to the Internal Revenue Service as taxable income.
- If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits.
- Debar or suspend you from doing business with the Federal Government either as a participant or principal throughout the executive branch of the Federal Government for the period of debarment or suspension.
- Refer any debt that is delinquent to the Treasury Offset Program (TOP) in accordance with the Debt Collection Improvement Act of 1996.
- Refer any eligible debt that is delinquent to the Treasury for cross servicing in accordance with the Debt Collection Improvement Act of 1996.
- Garnish your wages as allowed by the Debt Collection Improvement Act of 1996.

Any or all of these actions may be used to recover any debts owed when it is determined to be in the interest of the Government to do so.

CERTIFICATION: I/we have read and I/we understand the actions the Federal Government may take in the event that I/we fail to meet my/our scheduled payments in accordance with the terms and conditions of my/our agreement. I/we understand that the above list is not all inclusive and that the Federal Government may deem additional actions necessary to collect should I/we become delinquent.

(Signature-Individual(s))

(Date)

(Signature-Individual(s))

(Date)

(SEAL)

(Date)

(Name of Applicant)

NO SIGNATURE REQUIRED

(Signature of Authorized Entity Official)

(Title of Authorized Entity Official)

(Address)

, KS

(City, State, and Zip Code)

ATTEST:

NO SIGNATURE REQUIRED

(Signature of Attesting Official)

(Title of Attesting Official)

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(name)

(date)

(title)

000

AD-3030

U.S. DEPARTMENT OF AGRICULTURE

**REPRESENTATIONS REGARDING FELONY CONVICTION
AND TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS**

Note: You only need to complete this form if you are a corporation. A corporation includes, but is not limited to, any entity that has filed articles of incorporation in one of the 50 States, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, or the U.S. Virgin Islands. Corporations include both for profit and non-profit entities.

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552(a), as amended). The authority for requesting the following information for USDA Agencies and staff offices is in §738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. 112-55, as amended and/or subsequently enacted. The information will be used to confirm applicant status concerning entity conviction of a felony criminal violation, and/or unpaid Federal tax liability status.

According to the Paperwork Reduction Act of 1985 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0025. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

1. APPLICANT'S NAME	2. APPLICANT'S ADDRESS (Including Zip Code)	3. TAX ID NO. (Last 4 digits)
	, KS	

- 4A. Has the Applicant been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of application? ☐ YES ☐ NO
- 4B. Has any officer or agent of Applicant been convicted of a felony criminal violation for actions taken on behalf of Applicant under Federal or State law in the 24 months preceding the date of application? ☐ YES ☐ NO
- 4C. Does the Applicant have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability? ☐ YES ☐ NO

Providing the requested information is voluntary. However, failure to furnish the requested information will make the applicant ineligible to enter into a contract, memorandum of understanding, grant, loan, loan guarantee, or cooperative agreement with USDA.

PART B SIGNATURE		
5A. APPLICANT'S SIGNATURE (BY)	5B. TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY	5C. DATE SIGNED (MM-DD-YYYY)
NO SIGNATURE REQUIRED		

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

AD-3031

U.S. Department of Agriculture
ASSURANCE REGARDING FELONY CONVICTION
OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 55a – as amended). The authority for requesting the following information for USDA agencies and offices is in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. 112-55, as amended and/or subsequently enacted. The information will be used to document compliance with appropriations restrictions.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number of this information collection is 0505-0025. The time required to complete this information collection is estimated to average 3 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

This award is subject to the provisions contained in the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. 112-55, Division A, Sections 738 and 739, as amended and/or subsequently enacted for USDA agencies and offices (except Forest Service) regarding corporate felony convictions and corporate federal tax delinquencies.

Accordingly, by accepting this award the recipient acknowledges that it: (1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the recipient corporation, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

NO SIGNATURE REQUIRED

APPLICANT'S SIGNATURE (BY)

TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY

BUSINESS NAME

DATE SIGNED (MM-DD-YYYY)

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Title 7, Code of Federal Regulations, Section 1942.18 (j) – (k)

- (j) *Owner's procurement regulations.* Owner's procurement regulations must comply with the following standards:
- (1) *Code of conduct.* Owners shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Rural Development funds. No employee, officer or agent of the owner shall participate in the selection, award, or administration of a contract supported by Rural Development funds if a conflict of interest, real or apparent, would be involved. Examples of such conflicts would arise when: the employee, officer or agent; any member of their immediate family; their partner; or an organization which employs, or is about to employ, any of the above; has a financial or other interest in the firm selected for the award.
 - (i) The owner's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties of subagreements.
 - (ii) To the extent permitted by State or local law or regulations, the owner's standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the owner's officers, employees, agents, or by contractors or their agents.
 - (2) *Maximum open and free competition.* All procurement transactions, regardless of whether by sealed bids or by negotiation and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. Examples of what are considered to be restrictive of competition include, but are not limited to: Placing unreasonable requirements on firms in order for them to qualify to do business; noncompetitive practices between firms; organizational conflicts of interest; and unnecessary experience and bonding requirements. In specifying material(s), the owner and its consultant will consider all materials normally suitable for the project commensurate with sound engineering practices and project requirements. For a water or waste disposal facility, Rural Development shall consider fully any recommendation made by the loan applicant or borrower concerning the technical design and choice of materials to be used for such a facility. If Rural Development determines that a design or material, other than those that were recommended should be considered by including them in the procurement process as an acceptable design or material in the water or waste disposal facility, Rural Development shall provide such applicant or borrower with a comprehensive justification for such a determination. The justification will be documented in writing.
 - (3) *Owner's review.* Proposed procurement actions shall be reviewed by the owner's officials to avoid the purchase of unnecessary or duplicate items. Consideration should be given to consolidation or separation of procurement items to obtain a more economical purchase. Where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to

determine which approach would be the most economical. To foster greater economy and efficiency, owners are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

- (4) *Solicitation of offers*, whether by competitive sealed bids or competitive negotiation, shall:
 - (i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. The description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used to define the performance or other salient requirements of a procurement. The specific features of the named brands which must be met by offerors shall be clearly stated.
 - (ii) Clearly specify all requirements which offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (5) *Small, minority, and women's businesses and labor surplus area firms.*
 - (i) Affirmative steps should be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:
 - (A) Include qualified small and minority businesses on solicitation lists.
 - (B) Assure that small and minority businesses are solicited whenever they are potential sources.
 - (C) When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
 - (D) Where the requirement permits, establish delivery schedules which will encourage participation by small and minority businesses.
 - (E) Use the services and assistance of the Small Business Administration and the Office of Minority Business Enterprise of the Department of Commerce.

- (F) If any subcontracts are to be let, require the prime contractor to take the affirmative steps in paragraphs (j)(5)(i) (A) through (E) of this section.
- (ii) Owners shall take similar appropriate affirmative action in support of women's businesses.
 - (iii) Owners are encouraged to procure goods and services from labor surplus areas.
 - (iv) Owners shall submit a written statement or other evidence to Rural Development of the steps taken to comply with paragraphs (j)(5)(i) (A) through (F), (j)(5)(ii), and (j)(5)(iii) of this section.
- (6) *Contract pricing.* Cost plus a percentage of cost method of contracting shall not be used.
- (7) *Unacceptable bidders.* The following will not be allowed to bid on, or negotiate for, a contract or subcontract related to the construction of the project:
 - (i) An engineer or architect as an individual or firm who has prepared plans and specifications or who will be responsible for monitoring the construction;
 - (ii) Any firm or corporation in which the owner's architect or engineer is an officer, employee, or holds or controls a substantial interest;
 - (iii) The governing body's officers, employees, or agents;
 - (iv) Any member of the immediate family or partners in paragraphs (j)(7)(i), (j)(7)(ii), or (j)(7)(iii) of this section; or
 - (v) An organization which employs, or is about to employ, any person in paragraph (j)(7)(i), (j)(7)(ii), (j)(7)(iii) or (j)(7)(iv) of this section.
- (8) *Contract award.* Contracts shall be made only with responsible parties possessing the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall include but not be limited to matters such as integrity, record of past performance, financial and technical resources, and accessibility to other necessary resources. Contracts shall not be made with parties who are suspended or debarred.

(k) *Procurement methods.* Procurement shall be made by one of the following methods: small purchase procedures; competitive sealed bids (formal advertising); competitive negotiation; or noncompetitive negotiation. Competitive sealed bids (formal advertising) is the preferred procurement method for construction contracts.

(1) *Small purchase procedures.* Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies or other property, costing in the aggregate not more than the Simplified Acquisition Threshold. If small purchase procedures are used for a procurement, written price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) *Competitive sealed bids.* In competitive sealed bids (formal advertising), sealed bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is lowest, price and other factors considered. When using this method the following shall apply:

- (i) At a sufficient time prior to the date set for opening of bids, bids shall be solicited from an adequate number of qualified sources. In addition, the invitation shall be publicly advertised.
- (ii) The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation under paragraph (j)(4) of this section.
- (iii) All bids shall be opened publicly at the time and place stated in the invitation for bids.
- (iv) A firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. When specified in the bidding documents, factors such as discounts and transportation costs shall be considered in determining which bid is lowest.
- (v) Any or all bids may be rejected by the owner when it is in their best interest.

(3) *Competitive negotiation.* In competitive negotiations, proposals are requested from a number of sources and the Request for Proposal is publicized. Negotiations are normally conducted with more than one of the sources submitting offers. Competitive negotiation may be used if conditions are not appropriate for the use of formal advertising and where discussions and bargaining with a view to reaching agreement on the technical quality, price, other terms of the proposed contract and specifications may be necessary. If competitive negotiation is used for a procurement, the following requirements shall apply:

- (i) Proposals shall be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The Request for Proposal shall be

publicized and reasonable requests by other sources to compete shall be honored to the maximum extent practicable.

- (ii) The Request for Proposal shall identify all significant evaluation factors, including price or cost where required, and their relative importance.
 - (iii) The owner shall provide mechanisms for technical evaluation of the proposals received, determination of responsible offerors for the purpose of written or oral discussions, and selection for contract award.
 - (iv) Award may be made to the responsible offeror whose proposal will be most advantageous to the owner, price and other factors considered. Unsuccessful offerors should be promptly notified.
 - (v) Owners may utilize competitive negotiation procedures for procurement of architectural/engineering and other professional services, whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiations of fair and reasonable compensation.
- (4) *Noncompetitive negotiation.* Noncompetitive negotiation is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources competition is determined inadequate. Noncompetitive negotiation may be used when the award of a contract is not feasible under small purchase, competitive sealed bids (formal advertising) or competitive negotiation procedures. Circumstances under which a contract may be awarded by noncompetitive negotiations are limited to the following:
- (i) The item is available only from a single source; or
 - (ii) There exists a public exigency or emergency and the urgency for the requirement will not permit a delay incident to competitive solicitation; or
 - (iii) After solicitation of a number of sources, competition is determined inadequate; or
 - (iv) No acceptable bids have been received after formal advertising; or
 - (v) The procurement of architectural/engineering and other professional services.
 - (vi) The aggregate amount does not exceed \$50,000.
- (5) *Additional procurement methods.* Additional innovative procurement methods may be used by the owner with prior written approval of the Rural Development National Office.

Officers of Organization

Name

Title

Term Expiration Date

[illegible]

CONFLICT OF INTEREST

To assure the high standards of honesty, integrity and impartiality maintained by Federal employees, we ask you to identify any relative or close associate of yours who is also a Rural Development employee.

Your response will not affect your application status, but would allow us to make special provisions for processing.

If there are no conflicts, this form may be left blank, as it is not applicable.

Name of Organization

Official



Request for Commission Action

Date: April 27, 2021

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

Action Requested: Awarding of a contract for Asphalt projects for 2021.

Analysis:

Bids were solicited for Asphalt Street improvements for this year. The primary area to be addressed with this years projects is West of Main St. between 9th and 14th Ave. Additionally, 14th Avenue is included from the bridge over the Walnut to the fairgrounds entrance.

We were fortunate enough to receive three bids for this year's projects. We've attached the bid tab for your reference. The bids came in substantially under the Engineer's estimate so we are again requesting authority to work with the contractor, at the unit prices in the bid, to possible include additional work within their scope. Based on the bid's received, we are recommending awarding the contract to APAC Shears Division, Wichita, Kansas.

Fiscal Impact: Funding for this work would be sales tax dollars.

Attachments: Proposed Resolution
Bid Tab

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a contract for Project No. 21-TI905 for asphalt street improvements between the City of Winfield, Kansas and APAC-Kansas, Inc., Shears Division.

WHEREAS, bids for the street improvements were requested and accepted; and,

WHEREAS, APAC-Wichita, Inc., Shears Division, Wichita, Kansas, submitted the apparent lowest proposal.

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

Section 1. The Mayor and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute a contract for the amount of three hundred fifteen thousand seven hundred twenty six dollars and forty-five cents (\$315,726.45) for Project No. 21-TI905, and additional street improvements at the contract prices as determined to be within the budget, for street improvements for various locations, between the City of Winfield and APAC-Kansas, Inc., Shears Division, Wichita, Kansas, 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 3rd day of May 2021.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

Approved as to form:

William E. Muret, City Attorney

Approved for Commission action:

Taggart Wall, City Manager/ps

2021 Asphalt Street Improvements

Various Locations

Bid Openings 4/27/21 @ 11:00 am

Item		Quantity	Unit	Engineer		Pearson		Cornejo & Sons		APAC-Kansas	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	1	LS	\$ 13,000.00	\$ 13,000.00	\$ 12,500.00	\$ 12,500.00	\$ 30,000.00	\$ 30,000.00	\$ 8,500.00	\$ 8,500.00
2	Traffic Control	1	LS	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 18,000.00	\$ 18,000.00	\$ 5,050.00	\$ 5,050.00
3	2" Asphaltic Concrete Surfacing BM-2	23,138	SY	\$ 9.65	\$ 223,281.70	\$ 8.50	\$ 196,673.00	\$ 11.00	\$ 254,518.00	\$ 7.10	\$ 164,279.80
4	3" Asphaltic Concrete Surfacing BM-2	1,176	SY	\$ 15.40	\$ 18,110.40	\$ 14.00	\$ 16,464.00	\$ 16.00	\$ 18,816.00	\$ 10.50	\$ 12,348.00
5	4" Asphaltic Concrete Surfacing BM-2	4,133	SY	\$ 18.70	\$ 77,287.10	\$ 16.00	\$ 66,128.00	\$ 24.00	\$ 99,192.00	\$ 14.25	\$ 58,895.25
6	Asphalt Milling	23,128	SY	\$ 3.40	\$ 78,635.20	\$ 3.15	\$ 72,853.20	\$ 2.00	\$ 46,256.00	\$ 1.80	\$ 41,630.40
7	Patching	408	SY	\$ 40.00	\$ 16,320.00	\$ 43.00	\$ 17,544.00	\$ 50.00	\$ 20,400.00	\$ 36.00	\$ 14,688.00
8	Pulverize	4,134	SY	\$ 8.00	\$ 33,072.00	\$ 5.00	\$ 20,670.00	\$ 5.00	\$ 20,670.00	\$ 2.50	\$ 10,335.00
Total				\$ 464,206.40		\$ 407,332.20		\$ 507,852.00		\$ 315,726.45	

A RESOLUTION

AUTHORIZING a Tax-Exempt Lease Purchase Agreement and a Taxable Supplemental Lease Purchase Agreement by the William Newton Memorial Hospital to provide funds to pay the costs of acquiring, constructing and installing building and related improvements, fixtures, equipment and furnishings and support facilities on the real property for use as a public hospital and certain costs of issuance, and authorizing and approving certain actions in connection therewith.

WHEREAS, the City of Winfield, Kansas (the “City”) is a municipal corporation duly organized and existing under the laws of the State of Kansas with full and lawful power and authority under Article 12, Section 5 of the Kansas Constitution, K.S.A. 12-101 *et seq.* and K.S.A. 10-1101 *et seq.*, as amended, to enter into leases or lease-purchase agreements with any person, firm or corporation for hospital facilities; and

WHEREAS, the William Newton Memorial Hospital (the “Hospital”) is a legally constituted public hospital organized and existing under the laws of the State of Kansas, including K.S.A. 12-1615, and the laws and ordinances of the City (jointly, the “Act”); and

WHEREAS, pursuant to the Act, the Hospital may enter into lease and lease-purchase agreements with any person, firm or corporation for such hospital facilities; and

WHEREAS, the City and the Hospital desire the Hospital to enter a Lease Purchase Agreement, for the aggregate principal amount of not to exceed \$2,300,000 (the “Lease”) by and between the Hospital, as lessee, and RCB Bank, Winfield, Kansas, as lessor (“RCB”), to pay (i) a portion of the costs of acquiring, constructing and installing building and related improvements, fixtures, equipment and furnishings and support facilities on the real property for use as public hospital and (ii) certain costs of issuance of the Lease; and

WHEREAS, concurrently with the delivery of the Lease, or shortly thereafter, the City and the Hospital desire the Hospital to enter into a Supplemental Lease Purchase Agreement, for the aggregate principal amount of not to exceed \$6,851,987 (the “Supplemental Lease”), by and between the Hospital, as lessee, and RCB, as lessor, to pay (i) the remaining portion of the costs of acquiring, constructing and installing building and related improvements, fixtures, equipment and furnishings and support facilities on the real property for use as public hospital and (ii) certain costs of issuance of the Supplemental Lease; and

WHEREAS, pursuant to the Supplemental Lease and at such future date as determined therein, the City and the Hospital may desire to reissue the Supplemental Lease as a “qualified tax-exempt obligation” under section 265(b)(3) of the Internal Revenue Code (the “Code”); and

WHEREAS, the City finds and determines that it is necessary and desirable in connection with entering into the Lease and the Supplemental Lease and the other purposes described herein that the

City execute and deliver certain additional documents and that the City take certain other actions as herein provided;

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

Section 1. Authorization of the Lease. The City authorizes the Hospital to enter into the Lease, the interest component of which is to be excludable from gross income for federal income tax purposes, in order to provide funds to pay (i) a portion of the costs of acquiring, constructing and installing building and related improvements, fixtures, equipment and furnishings and support facilities on the real property for use as public hospital and (ii) certain costs of issuance of the Lease.

Section 2. Designation of the Lease as Qualified Tax-Exempt. The City and the Hospital hereby designate the Lease, when delivered, as a “qualified tax-exempt obligation” under section 265(b)(3) of the Code.

Section 3. Authorization of the Supplemental Lease. The City authorizes the Hospital to enter into the Supplemental Lease, the interest component of which is to be initially included in gross income for federal income tax purposes, in order to provide funds to pay (i) the remaining portion of the costs of acquiring, constructing and installing building and related improvements, fixtures, equipment and furnishings and support facilities on the real property for use as public hospital and (ii) certain costs of issuance of the Supplemental Lease.

Section 4. Authorization of the Conversion and Reissuance of the Supplemental Lease. The City authorizes the Hospital and RCB to reissue the Supplemental Lease as a tax-exempt obligation and will designate the Supplemental Lease as a “qualified tax-exempt obligation” under section 265(b)(3) of the Code, at such future date as determined in the Supplemental Lease, but only when the City reasonably anticipates and is able to certify that the amount of tax-exempt obligations (other than governmental bonds and private activity bonds which are not “qualified 501(c)(3) bonds”), issued or to be issued, by the City or on behalf of the City (including by the Hospital) during that calendar year, is not reasonably expected to exceed \$10,000,000.

Section 5. Further Authority. In connection with the Lease and the Supplemental Lease, and thereafter during the time the Lease and Supplemental Lease remain outstanding, the City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute such other documents, certificates and instruments, including, without limitation, any purchase contract, security agreement, arbitrage certificate, notices, including any conditional redemption notices, closing certificates and tax forms, certificates and other documents evidencing approval of the Lease and the Supplemental Lease, and for purposes of any other federal tax law requirements, each as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 6. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

[Remainder of page intentionally blank]

ADOPTED by the Governing Body of the City of Winfield, Kansas this 3rd day of May 2021.

(Seal)

Mayor – Gregory N. Thompson

Attest:

City Clerk – Brenda Peters



Request for Commission Action

Date: April 27, 2021

Requestor: Brenda Peters

Action Requested: Approval of a resolution and agreement between Thomas and Cathy McClurg and the City of Winfield for re-payment of an installation of a sewer line for the address of 2 Braid Hill Drive, Winfield, Kansas.

Analysis: The sewer line installation at this address was added to the project previously completed at Country Club Estates. The City agreed to this project after bonds were issued for the original sewer line project. The McClurg's agreed to pay the City's Wastewater Fund for expenses incurred for the installation at the same rate and term that the project properties were assessed. Payments will be made annually to the City for 15 years beginning in 2021.

Fiscal Impact: Total revenue of re-payment of \$965 annually over a 15 year period for a total amount of \$14,475.

Attachments: Resolution, agreement and Attachment A.

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas to execute an agreement between Thomas and Cathy McClurg and the City of Winfield, Kansas, providing for the construction of a new sewer line and establishing payment terms for said sewer line.

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

Section 1. The Mayor and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute an agreement between Thomas and Cathy McClurg and the City of Winfield, Kansas providing for the construction of a new sewer line and establishing payment terms for said sewer line, a copy of which is attached hereto and made a part thereof.

Section 2. The Clerk of the City of Winfield, Cowley County, Kansas, is hereby authorized and directed to file a certified copy of this resolution with the Register of Deeds for Cowley County, Kansas.

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

ADOPTED by the Governing Body of the City of Winfield, Kansas this 3rd day of May 2021.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of May, 2021, by and between Thomas D. and Cathy McClurg, husband and wife, owners of property located at 2 Braid Hill Drive, Winfield, Cowley County, Kansas, hereinafter referred to as "Owners" and the City of Winfield, Kansas, a State of Kansas Municipal Corporation, having its principal place of business at 200 East 9th Ave., Winfield, Cowley County, Kansas, hereinafter referred to as "City".

1. Property

Owners are the owners of property located at 2 Braid Hill Drive Winfield, Cowley County, Kansas, and described as follows:

A tract in the Southwest Quarter of Section 32, Township 32 South, Range 4 East of the 6th P.M., Cowley County, Kansas, beginning at the Southwest corner of Lot 1, Block 1, Country Club Estates, Highland Village Addition Replat, thence North 82 deg. 13 min. 50 sec. West (assumed) along the North line of Braid Hills Drive, 30.00 feet. thence North 07 deg. 46 min. 10 sec. East, 176.78 feet, thence South 69 deg. 29 min. 46 sec. East, 30.76 feet to a point on the West line of Lot 2, Block 1, Country Club Estates, Highland Village Addition Replat, that is 60.00 feet North of the Southwest corner of said Lot 2, thence South 07 deg. 46 min. 10 sec. West along said West line, 170.00' feet to the point of beginning.

2. Payment for Improvements

In consideration of the improvement of , by virtue of a resolution adopted by the City Commission of the City of Winfield, Kansas, of the installation of a new sewer line, with the City performing the work and providing the materials for the new sewer line, the Owners promise to pay City or its assigns, that amount representing the labor, costs and materials for said sewer line. Payment shall be made according to the terms of the resolution number _____ adopted by the City, not to exceed Fourteen Thousand Four Hundred Seventy-Five dollars and no cents (\$14,475.00) for installation of the sewer line.

The amount due shall be paid at the option of the Owners in one lump sum payment of \$14,475.00 (principal and interest) or in annual installments of \$965.00, due on May 31, 2021, with a like payment on the last day of each and every May thereafter, with the final payment on May 31, 2036, for a total amount of Fourteen Thousand Four Hundred Seventy-Five dollars and no cents (\$14,475.00)

The total principal being Eleven Thousand Six Hundred Seventy dollars and 12 cents (\$11,670.12); total interest being Two Thousand Eight Hundred Four dollars and 88 cents (\$2,804.88); total issue being Fourteen Thousand Four Hundred Seventy-Five dollars and no cents (\$14,475.00). See Attachment "A".

3. Default of Payment

If any default shall occur in the payment of any installment of the principal or interest when due, at the option of the City, the entire unpaid amount shall immediately become due and payable, together with costs of collection and reasonable attorney fees.

4. Grant of Lien

In consideration of the improvements to and on Owners' property and the fact that the value of the property will be enhanced in-excess-of the cost of the improvements, Owners expressly grant to City and its assigns a mechanic's lien on the premises, to secure the payment of the indebtedness set out herein. Owners consent that the Winfield City Commission may levy a special assessment against the property and Owners for any unpaid amount upon default of payment by Owners, to collect the amount owed and the levy shall be charged against the property described in this agreement.

5. Performance of Contract of Improvements

The acceptance of the improvements by Owners shall be conclusive between the parties of the property performance of the city as to the installation of the sewer line.

6. Assessments by Municipal Authority

In consideration of this agreement, and the extension of time for payment to the City, any necessary assessments by City and proceedings to collect that amount owed are expressly ratified and confirmed, and any errors or invalidity in the proceedings are waived.

Dated this _____ day of _____, 2021.

Thomas D. McClurg

Cathy McClurg

This Agreement was acknowledged before me this _____ day of _____, 2021, by Thomas D. McClurg and Cathy McClurg.

Notary Public

My appointment expires: _____

CITY OF WINFIELD, KANSAS

By _____
Phillip R. Jarvis, Mayor

Attest

Brenda Peters, City Clerk

Owner	Address
Thomas and Cathy McClurg	2 Braid Hill Dr.

ATTACHMENT "A"

Legal Description	Assessment			
	Principal	Interest	Due	Year
Southwest Corner of Lot 1, Block 1	601.55	363.45	965.00	2021
	661.71	303.29	965.00	2022
	661.71	303.29	965.00	2023
	661.71	303.29	965.00	2024
	721.86	243.14	965.00	2025
	721.86	243.14	965.00	2026
	782.02	182.98	965.00	2027
	782.02	182.98	965.00	2028
	782.02	182.98	965.00	2029
	842.17	122.83	965.00	2030
	842.17	122.83	965.00	2031
	842.17	122.83	965.00	2032
	902.33	62.67	965.00	2033
	902.33	62.67	965.00	2034
	962.48	2.52	965.00	2035
	11,670.12	2,804.88	14,475.00	



Request for Commission Action

Date: April 29, 2021

Requestor: Taggart Wall, City Manager

Action Requested: May 3rd, 2021, Commission Agenda-Consider Outdoor Community Event & Temporary Entertainment District application from Arkansas City Area Arts Council Inc. (Aaron Watson Concert)

Analysis: Arkansas City Area Arts Council Inc. requests a the use of the Island Park Performance Stage venue for the Aaron Watson concert, 4:00p.m. to 11:59p.m. , on August 12, 2021. The application requests the sale, possession, and consumption of alcohol or cereal malt beverage during the event. Arkansas City Area Arts Council Inc. is a Caterer licensed by the Kansas Department of Revenue, Alcoholic Beverage Control Division, and the City of Winfield, thus a separate Temporary Alcohol Permit is not required. Covid-19 guidelines in effect on that date will be observed.

Fiscal Impact: Burford staff have held a concert on the site in 2020. Requests from the City include those items already on site for similar concerts including: fencing, signage, and barricades. WPD will have a paid presence, along with additional Burford security team members. Performance stage fees of 5% of gate, plus commodities will apply.

Attachments: Proposed Resolution, OCE & TED Application



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/09/2020

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

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

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

COVERAGES

CERTIFICATE NUMBER: CL207900619

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

CANCELLATION

City of Winfield
200 E. 9th

Winfield

KS 67156

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

AUTHORIZED REPRESENTATIVE

**Kansas Alcoholic Beverage Control Division
Liquor License**

Caterer

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

LICENSE NO: 6902

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

PRIVILEGES:


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

AGREEMENT:

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

Debbi Beavers

Debbi Beavers
Director, Alcoholic Beverage Control


Department of Revenue
Alcoholic Beverage Control

Mark A. Burghart

Mark A. Burghart
Secretary of Revenue

EFFECTIVE: 08/28/2019

EXPIRES: 08/27/2021

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

IMPORTANT INFORMATION

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

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

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

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

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

CLOSING YOUR BUSINESS

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

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

CITY OF WINFIELD, KANSAS CATERING LICENSE

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

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

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

(Seal)



Brenda Peters
Brenda Peters, City Clerk

LIQUOR DRINK TAX REGISTRATION CERTIFICATE



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

Tax Account Number: 021-XXXXX5796F-01

Inception Date: 08/28/2017

Filing Frequency: Monthly

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

A RESOLUTION

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

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

WHEREAS, Arkansas City Area Arts Council Inc. requests the sale, possession, and consumption of alcoholic liquor or cereal malt beverage on city streets, alleys, parking lots, and public sidewalks during the Aaron Watson outdoor concert, a special event, from 4:00 pm to 11:59 pm, on August 12, 2021, in Island Park.

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

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

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

Section 3. Arkansas City Area Arts Council Inc. is a Caterer licensed by the Kansas Department of Revenue, Alcoholic Beverage Control Division, and the City of Winfield. A "caterer" means an individual, partnership or corporation which sells alcoholic liquor by the individual drink, and provides services related thereto, on unlicensed premises which may be open to the public, but does not include a holder of a temporary permit. [Subsection (c) of K.S.A. 41-2601]. Kansas Department of Revenue, Alcoholic Beverage Control Division granted Arkansas City Area Arts Council Inc. liquor license #6902, attached and made a part hereof, effective 08/28/2019 and expiring 08/27/2021. Arkansas City Area Arts Council Inc. will notify the Alcoholic Beverage Control Division Director by electronic notification of its intent to sell and serve alcoholic liquor by individual drink at least 48 hours prior to the event. A separate Temporary Alcohol Permit is not required of Arkansas City Area Arts Council Inc.

Section 4. The Governing Body of the City of Winfield Kansas hereby authorizes an Outdoor Community Event and Temporary Entertainment District Application in accordance with the rules and procedures set forth by Article IV of Section 6 of the Code of the City of Winfield, Kansas, regarding the sale, possession or consumption of alcoholic liquor or cereal malt beverage as presented by the Arkansas City Area Arts Council Inc for the Aaron Watson outdoor concert, a special event, from 4:00 pm to 11:59 pm, on August 12, 2021, in Island Park, Winfield Kansas, as identified in the Outdoor Community Event and Temporary Entertainment District Application; a copy of which is attached hereto and made a part hereof.

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

ADOPTED this 3rd day of May 2021.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager



Outdoor Community Event and Temporary Entertainment District Application

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

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

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

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

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

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

General Information:

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

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



Outdoor Community Event and Temporary Entertainment District Application

APPLICANT INFORMATION

Organization:

Burford Theatre Arts

Contact Name:

Shannon Martin

Email:

director@burfordtheatre.com

Telephone:

620-886-1703

Address:

118 S Summit

City/State/Zip:

Arkansas City, KS 67005

EVENT INFORMATION

Event Title:

Aaron Watson Concert

Event Date:

Thursday, August 12 2021

Event Type:

Concert

Event Time (setup & teardown):

4:00 - Midnight

Public Property Needed:

Island Park Stage

Street Closure Requested? Yes ☒ or No ☐ Street around the park

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

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

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

4:00 - Midnight

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

Will admission be charged? Yes ☒ or No ☐

Estimated Attendance: (maximum):

750

Is this event a fundraiser? Yes ☐ or No ☒

Number of participants in previous years:

750

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

GENERAL LIABILITY INSURANCE INFORMATION

Comprehensive liability insurance (CGL) is a broad policy that protects the organization from liability claims related to products coverage, completed operations coverage, premise and operations coverage, and independent contractors' coverage; also called commercial general liability insurance. Proof of insurance may need be submitted to the City prior to approval of this application if any of the following activities are a part of the event; including but not limited to paid admissions, spectators, fairs & festivals, fireworks,



Outdoor Community Event and Temporary Entertainment District Application

concerts, carnivals, exhibitions, fundraisers, rides & attractions, racing events, religious ceremonies, running events, sporting events, animals, airsoft or paintball gun usage, construction exposures, inflatables (bounce houses), trampolines, water rides or water slides, bb/pellet guns, re-enactment weapons, archery, bonfires or open pit fires, food trucks/vendors, cereal malt beverage/liquor liability.

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

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

INDIVIDUAL WAIVER As a condition precedent to and in consideration of permission to use the facilities and building owned by the City of Winfield, Kansas (hereafter called the City), the undersigned hereby knowingly and voluntarily assumes any and all risk inherent in the pursuit of all activities while on the premises of the City or from participating in a City sponsored program. Further, the Group will hereby waive, release, and forever discharge the City, its officials, officers, employees and agents from any suits, claims or judgments that may result from bodily injury, property damage and/or personal loss sustained as a result of the use of said facilities, building or from participation in a City sponsored program. The Group further agrees to pay replacement or repair charges for equipment lost or damaged while in the care, custody and control of the Group/Participant. **SM**

Initial Here

ALCOHOLIC LIQUOR OR CMB INFORMATION

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

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

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

On-Site Supervisor Name:

Shannon Martin

Email:

director@burfordtheatre.com

Telephone:

620-886-1703

Address:

118 S Summit

City/State/Zip:

Arkansas City, KS 67005

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

FOOD INFORMATION

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

Who is Providing the Food and/or Drink?

3 Critters BBQ

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

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

On-Site Supervisor Name:

Justin McLaughlin



Outdoor Community Event and Temporary Entertainment District Application

Email:

Telephone:

620-660-9841

Address:

City/State/Zip:

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

Shannon Martin
Signature of Event Applicant

4/20/2021
Date

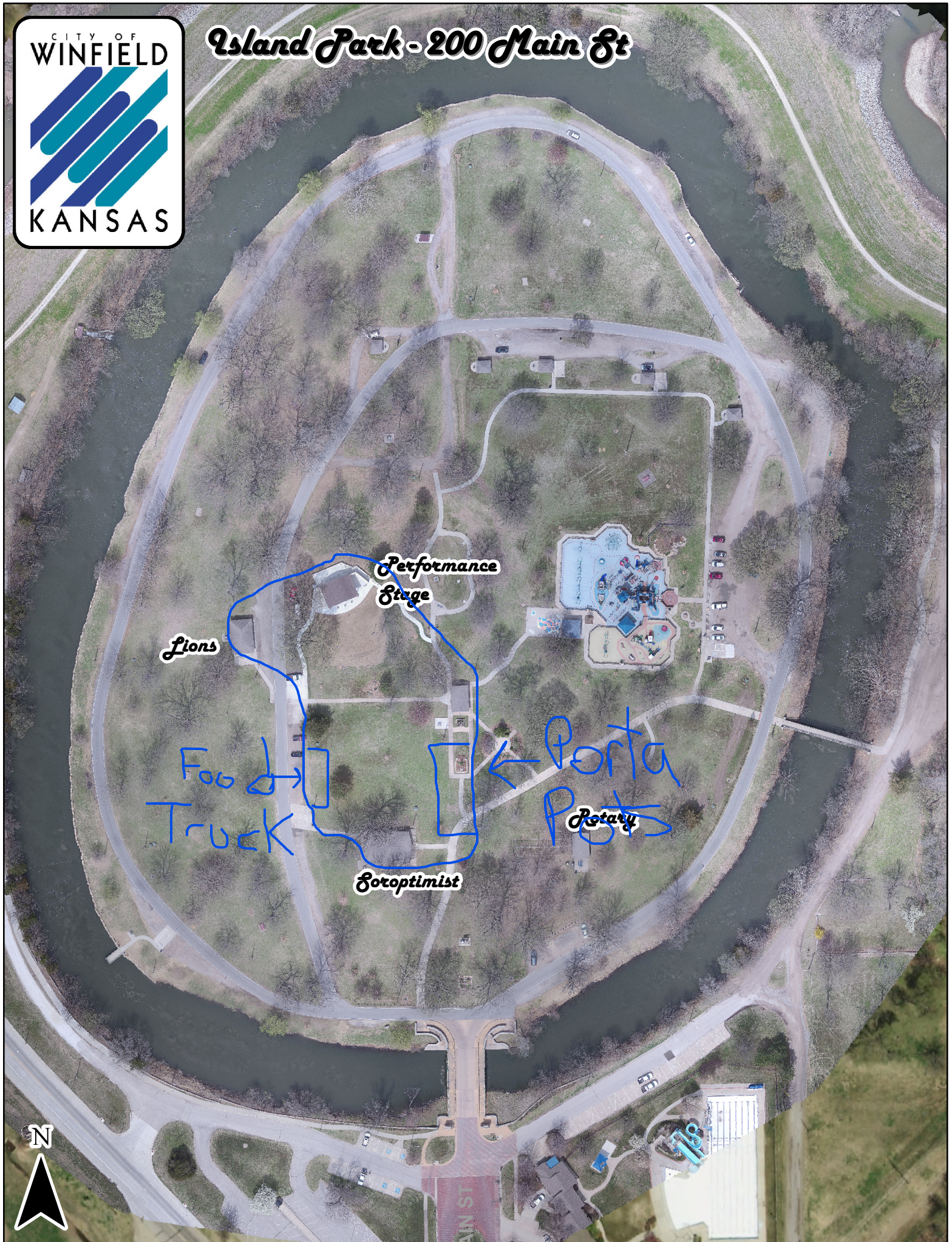
APPLICATION APPROVAL

Winfield City Manager

Date



Island Park - 200 Main St



APPLICATION FOR DRINKING ESTABLISHMENT LICENSE
CITY OF WINFIELD, COWLEY COUNTY, KANSAS

DATE OF APPLICATION 4/20/21

License Fee \$250.00

I hereby apply for a license to sell intoxicating liquor by the drink in conformity with the laws of the State of Kansas, the ordinances contained in the Revised Ordinances of the City of Winfield, Kansas, and the rules and regulations prescribed and hereinafter to be prescribed by you relating to the sale of intoxicating liquor by the drink.

1) Name of Applicant Laura Riggs-Johnson

2) Address of Applicant 19508 101st Rd, Winfield

3) Date of Birth 11/27/1984

4) Length of residency in this City or County 10+ years

5) Name of Business Ladybird Brewing

6) Address of Business 523 Main

7) Owner(s) of Business Laura Riggs-Johnson

Kaydee Riggs-Johnson

8) Business will be conducted by a manager X Yes No

9) If (8) above is yes, name of manager Laura Riggs-Johnson

10) Address of manager 19508 101st Rd, D.O.B. 11/27/84

11) Address of manager Winfield, KS

12) I hereby certify the following statements are true:

- A. Applicant is a citizen of the United States.
- B. Applicant is not less than 21 years of age.
- C. Applicant has not within the last two years from this date been convicted of:
1. A felony
 2. A crime involving moral turpitude
 3. Drunkenness
 4. Driving a motor vehicle while under the influence of intoxicating liquor
 5. Violation of any state or federal intoxicating liquor law

13) I have secured a drinking establishment license from the State of Kansas, a copy of which is attached.

X Yes No

14) The place of business for which this application is made is defined by Kansas law as "restaurant" and not less than 30% of the gross receipts from the business is derived from the sale of food for consumption on the premises of the place of business

 Yes X No

FOR CITY OF WINFIELD OFFICE USE ONLY

The following items must be completed before a license can be issued: (check when completed)

1) State of Kansas license is attached ✓

2) Approval of issuance has been received from:

Building Inspector

Fire Chief or designee

Police Chief or designee

3) License fee of \$250 has been paid ✓

Receipt No.

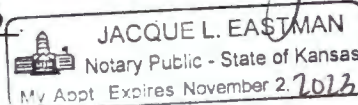
I hereby agree to comply with all the laws of the State of Kansas, and all rules and regulations prescribed by you, and hereafter to be prescribed by you, relating to the sale of intoxicating liquor by the drink, and do hereby agree to purchase all liquor from a wholesaler licensed and bonded under the laws of the State of Kansas, and do hereby further consent to the immediate revocation of my drinking establishment license, by the proper officials, for any violation of such laws, rules or regulations.

I do solemnly swear that I have read the contents of this application, and that all information and answers herein contained are complete and true, so help me God.

SUBSCRIBED AND SWORN TO before me this 20 day of April, 20 21.

Laura E. Riggs-Johnson
Signature of applicant

My Commission expires on the 13 day of November, 20 23.



Jacqueline Eastman
Notary Public

**Kansas Alcoholic Beverage Control Division
Liquor License**

Drinking Establishment

OWNER NAME: **Ladybird Brewing LLC**
DBA: **Ladybird Brewing**
ADDRESS: **523 Main Street**
Winfield, KS 67156

LICENSE NO: 10699

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

PRIVILEGES:

Allows the licensee to sell and serve alcoholic liquor for consumption on licensed premises; serve free samples of alcoholic liquor; redeem drink coupons in arrangement with a hotel; and other activities as authorized by K.S.A. 41-2642.

AGREEMENT:

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

Debbi Beavers

Debbi Beavers
Director, Alcoholic Beverage Control



Mark A. Burghart

Mark A. Burghart
Secretary of Revenue

EFFECTIVE: 02/13/2020

EXPIRES: 02/12/2022

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

IMPORTANT INFORMATION

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

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

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

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

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

CLOSING YOUR BUSINESS

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