

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, December 20, 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, December 06, 2021

PUBLIC HEARING

-Consider Amendments to the Annual Budget for 2021

PROCLAMATION

-Proclaiming January 2022 as a time for celebration for Arbor Day

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 21132 - An Ordinance – Amending the Annual Budget for the City of Winfield, Kansas, for the year ending December 31, 2021, and the Ordinance adopting said budget providing for expenditures not to exceed amounts stated herein.

Bill No. 21133 - An Ordinance – Amending Chapter 50, Sections 103, 105, 106, 111, 113, 116, 178, related to the Winfield City Lake, of the Winfield City Code.

Bill No. 21134 - An Ordinance – Amending Chapter 34, Section 64-78 (e), (g), (i) and (m), Gas, Electric, Water, Sewer rates, of the Winfield City Code.

Bill No. 21135 - A Resolution – Amending the Comprehensive Fee Schedule for services provided by the City of Winfield, Kansas.

Bill No. 21136 - A Resolution – Terminating the Parking Advisory Committee

Bill No. 21137 - A Resolution – Terminating the Street and Transportation Advisory Taskforce

Bill No. 21138 - A Resolution – Approving the execution and delivery of an agreement to release and assign the City's opioid claims to the Kansas Attorney General and certifying costs attributable to substance abuse and addiction mitigation in excess of \$500.

Bill No. 21139 - A Resolution – Authorizing and directing the City Manager and Clerk of the City of Winfield, Kansas, to enter into an agreement with Lawrence Crushed Stone for the demolition and removal of the structure(s), *House and Boxcar, on a tract of land legally described as: GRANDVIEW ADD WINFIELD, BLOCK 5, E7.5 LT 9 & ALL LT 10, to Winfield, Kansas. Commonly known as 1112 E 6th. Recorded in Book 1041 page 192, in the Office of the Register of Deeds of Cowley County, Kansas.*

Bill No. 21140 - A Resolution – Authorizing and directing the City Manager and Clerk of the City of Winfield, Kansas, to enter into an agreement with Lawrence Crushed Stone for the demolition and removal of the structure(s), *Shed/Garage, on a tract of land legally described as: PARSONAGE ADD, Lot 7 - 8, to Winfield, Kansas. Commonly known as 911 E 14th. Recorded in Book 414 page 196, in the Office of the Register of Deeds of Cowley County, Kansas.*

OTHER BUSINESS

- Consider 2022 CMB License Applications
- Consider Drinking Establishment Application for Los Candiles, 822 Main St
- Consider Board Appointments
- Executive Session to Discuss Non-Elected Personnel

ADJOURNMENT

- Next Commission work session 4:00 Monday, January 3, 2022.
- Next regular meeting 5:30 p.m. Monday, January 03, 2022.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
December 6, 2021

The Board of City Commissioners met in regular session, Monday, December 06, 2021 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Gregory N. Thompson presiding. Commissioners Phillip R. Jarvis and Ronald E. Hutto were also present. Also in attendance were Taggart Wall, City Manager; Brenda Peters, City Clerk and William E. Muret, City Attorney. Other staff members present were Gus Collins, Director of Utilities; Vince Warren, Fire Chief; Chad Gordon, Police Captain; and Eryn Ebach, Community Development Coordinator/Planner.

Mayor Gregory N. Thompson noted all Commissioners present.

Commissioner Jarvis moved that the minutes of the November 15, 2021 meeting be approved. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

BUSINESS FROM THE FLOOR

-Jim Masem, 508 E 10th Ave, spoke to the Commissioners about cars in Braums drive through blocking the alley, and the parking lot lights on all night.

NEW BUSINESS

Bill No. 21131 – An Ordinance – Amending Winfield Code Chapter 2, by adding a new Division 13 Section 2-511 titled "Land Bank." Community Development Coordinator/Planner Ebach explains the Land Bank would allow recirculation and revitalization of distressed properties. Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis all Commissioners voting aye, Bill No. 21131 was adopted and numbered Ordinance No. 4170.

OTHER BUSINESS

-Consider authorizing the City Manager to enter into agreements for the purchase of two police vehicles, not to exceed \$100,000.

-Consider authorizing the City Manager to enter into an agreement for the purchase of one fire command vehicle, not to exceed \$50,000.

Commissioner Jarvis made a motion to authorize the City Manager to enter into an agreement to purchase two police vehicles in an amount not to exceed \$100,000, and a fire command vehicle, not to exceed \$50,000. Motion was seconded by Commissioner Hutto. With all Commissioners voting aye, motion carried.

ADJOURNMENT

Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, all Commissioners voting aye, the meeting adjourned at 5:36 p.m.

Signed and sealed this 16th day of December 2021.

Signed and approved this 20th day of December 2021.

Brenda Peters, City Clerk

Gregory N. Thompson, Mayor

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
December 15, 2021

The Board of City Commissioners met in special session, Wednesday, December 15, 2021 at 3:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Gregory N. Thompson presiding. Commissioners Phillip R. Jarvis and Ronald E. Hutto were also present. Also in attendance were Taggart Wall, City Manager; Brenda Peters, City Clerk and William E. Muret, City Attorney. Other staff members present were Patrick Steward, Director of Public Improvements and Gus Collins, Director of Utilities.

Mayor Thompson noted all Commissioners were present.

NEW BUSINESS

Item 1 Review housing development proposal for City owned property near 19th Ave. and Bliss St. Discuss development agreement provisions. City Manager Wall explains the process that will happen which will give assurance to Tylan Dyer, Petra Development, LLC. that the project will continue.

Item 2 Consider Authorizing the City Manager to make appropriate applications to the Winfield Planning Commission for Preliminary Platting, Zoning Changes, Final Platting and other regulatory procedures for development of certain tracts of City-Owned land. Commissioner Jarvis made a motion to authorize the City Manager make appropriate applications to the Winfield Planning Commission. The motion was seconded by Commissioner Hutto. With all Commissioners voting aye, motion carried

City Clerk Peters reminded the Commission that regular work session is tomorrow (Thursday December 16, 2021) at 4:00 p.m.

City Clerk Peters reminded the Commission that the next regular Commission meeting will be Monday December 20, 2021 at 5:30 p.m.

ADJOURNMENT

Commissioner Hutto made a motion to adjourn. The motion was seconded by Commissioner Jarvis. With all Commissioners voting aye, motion carried. Meeting adjourned at 4:24 p.m.

Signed and sealed this 16th day of December 2021.

Signed and approved this 20th day of December 2021.

Brenda Peters, City Clerk

Gregory N. Thompson, Mayor

PROCLAMATION

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and,

WHEREAS, this day, called **Arbor Day**, was first observed with the planting of more than one million trees in Nebraska, and is now observed through the nation and world; and,

WHEREAS, Arbor Day is now observed on different dates throughout the year based on best tree planting times throughout the nation and the world; and,

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our home, fuel for our fires, and countless other wood products; and,

WHEREAS, trees in Winfield increase property values, enhance the economic vitality of business areas, and beautify our community; and,

WHEREAS, trees, when and wherever they are planted, are a source of joy and spiritual renewal; and,

NOW, THEREFORE, I, Gregory N. Thompson, Mayor of the City of Winfield, Kansas, do hereby proclaim January 2022, as a time of celebration for:

ARBOR DAY

in Winfield and urge all citizens to consider planting trees and support efforts to protect our trees and woodlands, and to support Winfield's urban forestry program.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Winfield, Kansas, to be affixed this 20th day of December 2021.

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

(First published in the Cowley Courier-Traveler on Friday, December 24, 2021)

BILL NO. 21132

ORDINANCE NO. 4171

AN ORDINANCE

AMENDING the Annual Budget for the City of Winfield, Kansas, for the year ending December 31, 2021, and the Ordinance adopting said budget providing for expenditures not to exceed amounts stated herein.

WHEREAS, the Governing Body of the City of Winfield, Kansas passed Ordinance No. 4133 on August 17, 2020, adopting the Annual Budget for the year ending December 31, 2021, in accordance with the provisions of K.S.A. 79-2925 to 79-2936, inclusive, and amendments thereto; and,

WHEREAS, the Governing Body deems it advisable and proposes to amend its adopted current budget to increase the expenditures for the Library Fund, the Special Liability Fund and the Electric Utility Fund.

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

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

Section 1. Section 1 of Ordinance No. 4133 is hereby amended for the following funds as follows:

Fund	2021 Adopted Budget			2020 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Library Fund	6.754	486,619	545,000	573,691
Special Liability Fund	1.682	121,166	186,244	191,000
Electric Utility Fund			27,649,573	31,247,618

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

ADOPTED this 20th day of December 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

BILL NO. 21133

ORDINANCE NO. 4172

AN ORDINANCE

AMENDING Chapter 50, Sections 103, 105, 106, 111, 113, 116, 178, related to the Winfield City Lake, of the Winfield City Code.

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

Section 1. Current Sec. 50-103, Prohibited Business Activities, Chapter 50 of the Winfield City Code, shall be repealed, replaced and adopted as follows:

No person, or his representatives, shall engage in or solicit any business at the lake in any manner whatsoever, including but not limited to the passage of handbills or posting of notices upon lake premises without a peddler license, except that the city may permit such activities at special events.

Section 2. Current Sec. 50-105, Nonalcohol Area, Chapter 50 of the Winfield City Code, shall be repealed, replaced and adopted as follows:

The lake area known as the Boy Scout area shall be designated as a nonalcohol area unless written permission from lake management. It shall be unlawful for any person to possess or consume any alcoholic beverage or enhanced cereal malt beverage in such area.

Section 3. Current Sec. 50-106, Disposal of Refuse, Sewage and Other Waste, Chapter 50 of the Winfield City Code, shall be repealed, replaced and adopted as follows:

Refuse, garbage, rubbish, sewage, gray water or waste of any kind shall not be placed, thrown or left on or along any roadway, picnic, camping fire or ring pit area. Or in any other area within the lake property, but shall be placed in an appropriate depository on the lake premises, and it is mandatory that toilets and depositories placed upon the premises be used for the disposal of all such refuse, waste and excrement, and gray water.

Section 4. Current Sec. 50-111, Firearms and Fireworks, Chapter 50 of the Winfield City Code, shall be repealed, replaced and adopted as follows:

No person shall hunt, or discharge firearms or dangerous weapons in or about the lake property, except during hunting seasons and in such areas as may be designated by the governing body. Fireworks are prohibited.

Section 5. Current Sec. 50-113, Boat and Trailer Storage, Impoundment, Chapter 50 of the Winfield City Code, shall be repealed, replaced and adopted as follows:

(a) Boat and trailer storage is available on the lake premises in increments of six months, at a rate established by Sec. 34 – 2 of the Winfield City Code. Storage is only available in six-month increments. A space is considered occupied until all stored items are removed from lake property, and all key(s) to the storage compound issued to said renter are returned to the lake office. Storage fees for a six-month contract are due on the first day of the six-month period. All unpaid storage balances are subject to the same legal actions and late fees as other city miscellaneous receivables accounts.

(b) If lake storage fees become more than 15 days delinquent, staff may cause the property to be towed and impounded in the city's impound area, with all costs for towing and impound storage fees assessed to the owner. Such towing and impound storage fees, as well as lake storage fees, must be paid during regular working hours to authorized city personnel before the property will be released.

Section 6. Current Sec. 50-111, Fires, Chapter 50 of the Winfield City Code, shall be repealed, replaced and adopted as follows:

(a) The building, starting or maintaining of fires in or about any area of the lake is hereby prohibited, except in fireplaces, grills or other facilities as provided or approved by the city.

(b) Material, not placed by the City, used in the construction of an approved fireplace or fire barrier shall be removed from the grounds when vacating the area. No rock or non-approved ring is permitted. Absolutely no construction materials or anything with nails or debris shall be permitted to be burned or used in the construction of rings or otherwise left on premises.

Section 7. Current Sec. 50-178, Recreational License and Camping Fees, (b) (2), Chapter 50 of the Winfield City Code, shall be repealed, replaced and adopted as follows:

(2) Any person who fails to pay the proper amounts as set forth in this subsection shall be issued a summons for appearance in the municipal court for the offense of not displaying a recreational permit or license. Nonpayment within 24 hours is subject to be unplugged. Nonpayment within 48 hours will receive a tow notice. If not paid then will be towed at owner's expense. Any such person who is found guilty of the offense of not displaying a recreational permit or license, shall be punished by a fine of not less than \$20.00 and not more than \$50.00 for the first or second fineable violation, or by a fine of not less than \$50.00 and not more than \$100.00 for the third fineable violation and any subsequent fineable violations within a six-month period. Proof of legal ownership of a motor vehicle and proof of a violation of this article shall be construed as prime facie evidence that the legal owner of such motor vehicle was the user or operator thereof at the time of the violation charged.

Section 8. This ordinance shall be in full force and effect beginning with January 1, 2022 utility billing and after its publication in the official city newspaper.

ADOPTED this 20th day of December 2021.

CITY OF WINFIELD, KANSAS

By _____
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

BILL NO. 21134

ORDINANCE NO. 4173

AN ORDINANCE

AMENDING Chapter 34, Section 64-78 (e), (g), (i) and (m), Gas, Electric, Water, Sewer rates, of the Winfield City Code.

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

Section 1. Current Sec. 34-78(e) (1), Chapter 34 of the Winfield City Code, shall be amended and adopted as follows:

(1) Inside city water rate schedule:

a. Service charges per month (includes up to the first 1,000 gallons used each month):

Meter Size	Effective January 1, 2022
5/8"	12.46
3/4"	14.01
1"	20.42
1 1/2"	32.77
2"	43.26
3"	247.46
4"	327.56
6"	406.71

Section 2. Current Sec. 34-78(e) (2), Chapter 34 of the Winfield City Code, shall be amended and adopted as follows:

(1) Outside city water rate schedule:

a. Service charges per month (includes up to the first 1,000 gallons used each month):

Meter Size	Effective January 1, 2022
5/8"	15.40
3/4"	17.34
1"	24.68
1 1/2"	40.79
2"	54.61
3"	309.11
4"	409.27
6"	508.21

Section 3. Current Sec. 34-78(g) (1), (2), (3), (4), (5), Chapter 34 of the Winfield City Code, monthly be repealed, replaced and adopted as follows:

(1) Rate schedule RSB-1 residential and small general service. The rates referenced in section 78-261 are as follows:

- a. Monthly rate.
 1. Customer charge, minimum bill: \$11.50.
 2. Energy charge for all energy usage, per kWh: \$0.0774.
- b. Winter provision. For the seven billing months of November through May, the energy charge shall be \$0.0614 per kWh for all energy usage in excess of 800 kWh per month.
- c. Energy adjustment charge. Charges for electric service under this schedule shall be subject to the provisions of schedule EAC-4.
- d. Tax adjustment charge. Charges for electric service under this schedule shall be subject to the provisions of schedule TAS-1.

(2) Rate schedule LGS-1, large general service. The rates reference in section 78-262 monthly rates are as follows:

- a. Demand charge:
 1. First 25 kw or less of billing demand: \$133.50.
 2. Next 225 kw, per kw: \$3.30.
 3. Over 250 kw, per kw: \$2.40.
- b. Energy charge: All energy usage, per kwh: \$0.0489.
- c. Minimum bill: The demand charge plus the charge for energy used.
- d. Energy adjustment charge. Charges for electric service under this schedule shall be subject to the provisions of schedule EAC-4.
- e. Tax adjustment charge. Charges for electric service under this schedule shall be subject to the provisions of schedule TAS-1.

(3) Rate schedule MIS-1, medium industrial service. The rates reference in section 78-263 monthly rates are as follows:

- a. Demand charge:
 1. First 25 kw or less of billing demand: \$133.50.
 2. Next 225 kw, per kw: \$3.30.
 3. Over 250 kw, per kw: \$2.40.
- b. Energy charge: All energy usage, up to 200,000 kWh, per kwh: \$0.0489.
All energy usage over 200,000 kWh, per kWh: \$0.035.
- c. Minimum bill. The demand charge plus the charge for energy used.
- d. Energy adjustment charge. Charges for electric service under this schedule shall be subject to the provisions of schedule EAC-4.
- e. Tax adjustment charge. Charges for electric service under this schedule shall be subject to the provisions of schedule TAS-1.

(4) Rate schedule LIS-1, large industrial service. The rates reference in section 78-264 monthly rates are as follows:

a. Monthly rate.

1. Customer charge (per meter): \$133.50.
2. Demand and energy charge shall be as set by separate contract.

(5) Rate schedule LIIDRS-1, large industrial interruptible demand rate service. The rates referenced in section 78-265 are as follows:

a. Monthly rates:

1. Customer charge (per meter): \$133.50.
2. Demand charge: \$6.50 per kw based upon a minimum of 6,000 kw.
3. Interruptible demand: \$3.50 per kw.
4. Demand charge for noninterruption: \$12.78 per kw.

During a called interruption by the city electric utility, if any portion of demand kw that is considered as interruptible is not interrupted, then the charge per kw will be \$12.78 per kw for that month instead of the normal \$3.50 per kw per month. This extra cost for noninterruption will apply during the peak season of June 1 through September 15 of each calendar year.

b. Supplemental demand: With 60-day notice prior to the implementation of peak season, the customer may purchase additional firm demand at \$6.50 per kw in blocks of 1,000 kw. Any additional firm demand for the peak season shall be applicable to the entire peak season, which is June 1 through September 15 of each calendar year. At the conclusion of the peak season, the cost for any additional firm demand kw which may have been purchased during the peak season will revert back to the \$3.50 per kw charge.

c. Energy charge: All metered energy: \$0.028 per kWh.

d. Minimum bill: The monthly customer charge plus the monthly demand charge plus the energy charge times the metered kWh.

Section 4. Current Sec. 34-78(i) (1), Chapter 34 of the Winfield City Code, shall be amended and adopted as follows:

(2) Service charge per meter per month:

	Effective January 1, 2022
Residential	\$12.80
Commercial	\$18.30
Industrial	\$123.30

Section 5. Current Sec. 34-78(m) (1), Chapter 34 of the Winfield City Code, shall be amended and adopted as follows:

(1) Minimum sewer user charge including the first 1,000 gallons: \$18.77

Section 6. This ordinance shall be in full force and effect beginning with January 1, 2022 utility billing and after its publication in the official city newspaper.

ADOPTED this 20th day of December 2021.

CITY OF WINFIELD, KANSAS

ATTEST:

By _____
Gregory N. Thompson, Mayor

Brenda Peters, City Clerk

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

Approved for Commission Action: _____
Taggart Wall, City Manager



Request for Commission Action

Date: December 9, 2021

Requestor: Taggart Wall, City Manager

Action Requested: Consider amending the Comprehensive Fee Schedule after annual review.

Analysis:

In 2020, the City consolidated various charges for services into one schedule—to be reviewed annually. This change was made for customers to have an easier ability to access charges, but to also allow the organization to review input costs more regularly as compared to charges being assessed for certain services.

Specific changes to the proposed amended fee schedule can be found by reviewing the index of changes located at the back of the schedule.

Fiscal Impact: Various estimates have been compiled for itemized changes, as discussed during prior worksessions.

Attachments: Resolution & Fee Schedule

A RESOLUTION

AMENDING the Comprehensive Fee Schedule for services provided by the City of Winfield, Kansas.

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

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

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

SECTION 1. Comprehensive Fee Schedule Adopted by Reference

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

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

ADOPTED this 20th day of December 2021.

(SEAL)

Gregory N. Thompson, Mayor

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager

Comprehensive Fee Schedule



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Alcohol / Liquor

A. Alcoholic Liquor/Enhanced CMB

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

Animals

A. Animals

a. Keeping Animals

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

b. Dog and Cat Registration Fees

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

c. Impoundment Fees

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

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

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

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

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

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

Aquatic Center

A. Admission

a. Age 0-4	\$ 00.00
b. Age 5-13	\$ 3.00
c. Age 14-61	\$ 4.00
d. Age 62+	\$ 3.00
e. Twilight Rate, Thurs-Fri 5p.m.-7p.m.	\$ 2.00
f. One book of twenty coupons.....	\$ 35.00
g. Five books of twenty coupons.....	\$ 140.00
h. Coupons for entry	
i. Age 5-13.....	1.00
ii. Age 14-61.....	2.00
iii. Age 62+.....	1.00

B. Private Rental

a. Two-hour Pool/Slides (non-peak hours)	\$ 300.00
b. Two-hour Splash-pad rental (non-peak hours).....	\$ 150.00
c. One and One-half-hour Pool/Slides (non-peak hours)	\$ 250.00
d. One and One-half-hour Splash-pad rental (non-peak hours)	\$ 125.00
e. Cabana @ Splash-pad (two hour during open hours)	\$ 50.00

Broadway Recreation Complex

A. Miscellaneous

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

Buildings/Building Construction

- A. Residential Construction Permit
 - i. Building permit fees for new construction, roofing, additions and remodel.
 - 1. 35% of Table 1A of the Adopted International Building Code
- B. Commercial and Industrial Construction Permit
 - i. Building permit fees for new construction, roofing, additions and remodel.
 - 1. 45% of Table 1A of the Adopted International Building Code
- C. Commercial Plan Review25% of Building Permit
- D. Demolition Permit.....\$.02/Sq. Ft.
- E. Electrical Inspection
 - a. Inspection and approval of temporary construction pole..... \$ 20.00
 - b. Inspection of electric service replacement or upgrade..... \$ 20.00
 - c. New construction, remodel or additions to structures \$.05/Sq. Ft.
 - d. Inspection of additions of circuits, specialty devices or equipment to existing wiring or service \$ 20.00
- F. Plumbing Inspection
 - a. Permit fee for any plumbing procedure or sewer work \$ 20.00
 - i. Plus inspection fee for each fixture in connection therewith.... \$ 4.00
 - 1. Fixtures shall include but not be limited to: sinks, showers, tubs, water closets, urinals, laundry fixtures, dishwashers, hose bibs, etc.
 - b. Other
 - i. Sewer replacement inspection..... \$ 40.00
 - ii. Waterline replacement inspection \$ 10.00
 - iii. Hot water heater replacement inspection \$ 20.00
 - iv. Septic system inspection \$ 30.00
 - c. Mechanical
 - i. New Construction and Installation
 - 1. Permit..... \$ 20.00
 - 2. Installation per appliance..... \$ 4.00
 - a. (Forced air furnace, or air conditioning system, boilers, air handler, evaporating cooling system, unit heaters, ventilation and exhaust systems, incinerators, floor furnace.)
 - 3. Existing appliance replacement \$ 10.00
 - a. (Forced air furnace, or air conditioning system, boilers, air handler, evaporating cooling system, unit heaters, ventilation and exhaust systems, incinerators, floor furnace.)

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

iii. Business

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

iv. Master Certificate

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

v. Journeyman Certificate

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

Businesses

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

Cemetery

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

Engineering/GIS

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

Fairgrounds

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

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

General Government

A. Administration

a. Inspection of Public Records

- i. Minimum Charge Per Request\$ 6.00
- ii. Per hour/Per employee\$ 12.00

b. Copying of Public Records

- i. Per page.....\$ 00.25
- ii. Second Premises License Fee.....½ of Original Fee

B. Court Costs

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

C. Nuisance Abatement Fees

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

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

D. Condemnation

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

E. Oil and Gas Drilling

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

F. Historical Performances Using Firearms and Cannons\$ 50.00

G. Agreed Upon Work, Collections for Utility Work

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

H. Labor, Equipment, Materials and Taxes

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

Municipal Golf Course

A. Annual Season Pass

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

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

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

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

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

c. Monday thru Friday green, unlimited range

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

B. Daily Green Fees

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

a. Monday—Friday (excl. holidays) 18-holes.....	\$ 35.50
b. Monday—Friday (excl. holidays) 18-holes, senior (age 62 +)	\$ 32.50
c. Monday—Friday (excl. holidays) 18-holes, junior (under age 18 or valid college ID)	\$ 25.50
d. Monday—Friday (excl. holidays) 18-holes, active military (valid ID)	\$ 25.50
e. Monday—Friday (excl. holidays) twilight.....	\$ 25.50
f. Monday—Friday (excl. holidays) 9-holes.....	\$ 25.50
g. Saturday, Sunday, Holiday 18-holes	\$ 47.00
h. Saturday, Sunday, Holiday 18-holes, senior (age 62+).....	\$ 39.00
i. Saturday, Sunday, Holiday 18-holes ,Twilight	\$ 37.00
j. Saturday, Sunday, Holiday 9-holes (P.M.).....	\$ 37.00

C. Walking Daily Green fees.

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

a. Monday-Friday 18-holes (excl. holidays)	\$ 23.75
b. Monday-Friday 18-holes (excl. holidays), senior (age 62+)	\$ 20.75
c. Monday-Friday 18-holes (excl. holidays), junior (valid college id or under 18)	\$ 13.75
d. Monday-Friday 18-holes (excl. holidays), active military (valid id)	\$ 13.75
e. Monday-Friday 18-holes (excl. holidays), Twilight	\$ 13.75
f. Monday-Friday 9-holes (excl. holidays)	\$ 13.75
g. Saturday-Sunday 18-holes (excl. holidays)	\$ 35.25
h. Saturday-Sunday 18-holes (excl. holidays), senior (age 62+)	\$ 27.25
i. Saturday-Sunday 18-holes (excl. holidays), Twilight	\$ 25.25
j. Saturday-Sunday 9-holes (excl. holidays)	\$ 25.25
D. Prepaid Daily Green Fees	
a. 10 rounds (18-holes)	\$ 225.75
b. 10 rounds (18-holes—Junior)	\$ 152.25
E. Prepaid Daily Green Fees, ½ golf car rental fees, warmup golf range ball fees:	
a. 10 rounds (18-holes)	\$ 300.00
b. 10 rounds (18-holes) senior	\$ 250.00
c. 10 rounds weekend surcharge	\$ 10.00
F. Driving Range	
a. Monday—Sunday: Bucket (approx. 55 practice golf balls)	\$ 8.00
b. Pre-paid driving range balls, 6 buckets	\$ 40.00

Parks

- a. Island Park
 - i. Performance Stage
 - 1. Outdoor Community Event Application for Performance Stage included by reference.

Planning/Zoning

B. Copies of bound documents

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

C. Zoning/Subdivision Fees

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

Police/Fire/EMS

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

Winfield City Lake

A. Annual fees:	Resident	Nonresident
Canoes and unpowered boats	\$ 15.00	\$ 25.00
Sailboats and sailboards	20.00	35.00
Powered Boat fees:		
Under 10 hp	20.00	35.00
10 hp and under 40hp	25.00	45.00
40hp and over	35.00	65.00
Personal watercraft	35.00	65.00
Storage	150.00	150.00
B. Daily Fees:	Resident	Nonresident
Canoes and unpowered boats	\$ 2.00	\$ 4.00
Sailboats and sailboards	5.00	10.00
Power boat fees:		
Under 10 hp	5.00	10.00
10 hp and under 40hp	5.00	10.00
40hp and over	5.00	10.00
Personal watercraft	5.00	10.00
C. Recreational License Fees:	Resident	Nonresident
Recreational License, 24 hours	\$ 5.00	\$ 5.00
Recreational License, annual	25.00	35.00
Additional vehicle permit	10.00	10.00
D. Camping Fees:	Resident	Nonresident
Primitive Camping	\$ 5.00	\$ 5.00
Zone 25, 26, 3E... Electric, water and sewer hookup with License, including any camper or recreational vehicle parked within 100 feet of the camper pads	22.00	5.00
Electric hookup with license, including any camper or recreational vehicle parked within 100 feet of the camper pads	17.00	17.00
Group camping; 10 units of a chartered Organization (camping pad only). Per day, which includes daily recreational license and hookup	12.00	12.00

Utility Customer Service

A. Connection

a. Deposit

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

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

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

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

d. After hours connection\$ 75.00

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

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

B. Bulk Water

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

C. Landlords

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

Electric Utility Service Fees

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

Natural Gas Utility Service Fees

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

Wastewater Utility Service Fees

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

Water Utility Service Fees

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

Regulatory and Index of Changes

A. Regulatory

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

B. Index of Changes

Date	Chapter, Section	Application	Description	Resolution No.
01/01/2020	Water Utility	Meter testing (per meter)	Increase to \$6	EXAMPLE
02/15/2021	Aquatic Center	Coupon Rates, Rentals	Adjusted to \$29, 116	Bill No. 2118
02/15/2021	Aquatic Center	Twilight Rate	Added new rate	Bill No. 2118
02/15/2021	Parks	Island Park Performance Stage	Added new rental fees	Bill No. 2118
12/20/2021	Water Utility	Meter Installation	Added Commercial/Industrial to all meters over 1”	
12/20/2021	Aquatic Center	Admission, Coupon Rates	Adjusted admission to \$3 for 5-13, \$4 for 14- 61 and \$3 for 62+, adjusted coupons books to \$35, \$140	
12/20/2021	Municipal Golf Course	Rack Rates	Increased various fees. No change to Annual Passholders	
12/20/2021	Winfield City Lake	Camping, Storage Fees	Increased Camping fees in Zones 25, 26, 3e and added storage fees.	

A RESOLUTION

TERMINATING the Parking Advisory Committee

WHEREAS, the City of Winfield established a Parking Advisory Committee to provide analysis and recommendations to the City Commission regarding various parking related issues within the business district; and

WHEREAS, the City of Winfield has determined that the establishment of this committee is no longer needed at this time due to the active role played by the Winfield Area Chamber of Commerce, Winfield Main Street and other business community members.

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

Section 1. Termination of Parking Advisory Committee. City hereby terminates the establishment of the Parking Advisory Committee.

Section 2. Effective Date. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED this 20th day of December, 2021 and **SIGNED** by the Mayor.

(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

TERMINATING the Street and Transportation Advisory Taskforce

WHEREAS, the City of Winfield established a Street and Transportation Advisory Taskforce to advise the City Commission on annual street and transportation maintenance, development of a short and long-term street and transportation maintenance plan, recommend a consulting firm to develop short and long-term street and transportation plans, provide funding plans, recommend proposed work, and conduct public meetings to gather comments from the public.; and

WHEREAS, the City of Winfield has recently established an ongoing “five-year street plan” that is based on engineering observations and calculations with respect to the conditions of current streets and the allocation of monies for street preservation and reconstruction; and

WHEREAS, the City of Winfield together with the current membership of the taskforce have determined that the taskforce is no longer needed at this time due to advances in internal City engineering operations and planning.

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

Section 1. Termination of Street and Transportation Advisory Taskforce. City hereby terminates the establishment of the Street and Transportation Advisory Taskforce.

Section 2. Effective Date. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED this 20th day of December, 2021 and **SIGNED** by the Mayor.

(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

APPROVING the execution and delivery of an agreement to release and assign the City's opioid claims to the Kansas Attorney General and certifying costs attributable to substance abuse and addiction mitigation in excess of \$500.

WHEREAS, in 2021, the Kansas Legislature enacted HB 2079, the Kansas Fights Addiction Act (the "Act"), authorizing litigating municipalities such as the City of Winfield to access opioid litigation settlement funds and become eligible for certain state grants by entering an agreement releasing the city's opioid litigation claims to the Attorney General and assigning any future opioid litigation claims to the Attorney General (the "Agreement"); and

WHEREAS, the City of Winfield sustained damages related to the opioid epidemic; and

WHEREAS, the City of Winfield desires to enter an Agreement releasing and assigning its Claims to the Attorney General in order to access opioid litigation settlement funds and become eligible for certain state grants;

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

Section 1. Authorization of the Agreement. City hereby authorizes the release of its legal claims arising from covered conduct to the Attorney General, and the assignment of any future legal claims arising from covered conduct to the Attorney General, pursuant to the Agreement by and between the Attorney General and the City in substantially the form presented to and reviewed by the governing body at this meeting (copies of this document shall be on file in the records of the City), with such changes therein as shall be reviewed by the City Attorney and the officials of the City executing such documents.

Section 2. Execution of the Agreement. The Mayor, City Manager, City Attorney and City Clerk are hereby authorized and directed to execute, seal, attest and deliver the Agreement in substantially the form presented to and reviewed by the governing body at this meeting and such other settlement agreements, documents, certificates and instruments as may be necessary and desirable to carry out and comply with the intent of this Resolution, for and on behalf of the City.

Section 3. Certification of Costs and Expenses. The City hereby certifies that it has incurred costs and expenses related to substance abuse or addiction mitigation in excess of \$500 and the City can utilize the opioid litigation settlement funds for the lawful purposes established in the Kansas Fights Addiction Act and the settlement agreements. The City Manager and City Attorney are hereby authorized to execute, seal, attest and deliver such other documents, certificates and instruments as may be necessary and desirable to certify these costs and expenses or similar costs and expenses, for and on behalf of the City.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED this 20th day of December, 2021 and **SIGNED** by the Mayor.

(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

Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Distributor Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement.
7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including but not limited to all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.
11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit A — Agreement to Release and Assign Claims

BETWEEN:

CITY OF WINFIELD, KANSAS, (the “Assignor”), a municipality as defined by Kansas Statutes Annotated §12-105a, or other Political Subdivision, located within the State of Kansas, with its principal business office located at:

POBOX 646, WINFIELD, KANSAS

AND:

Derek Schmidt, the duly elected Attorney General of the State of Kansas, with a principal business office located at:

The Office of the Kansas Attorney General
120 SW 10th Ave., 2nd Floor
Topeka, KS 66612

FOR VALUE CONTEMPLATED, to gain access to money recovered by the State of Kansas for the abatement or remediation of substance abuse or addiction, made available by the Kansas Fights Addiction Act, 2021 Kansas House Bill No. 2079, consistent with **Kansas Opioids Memorandum of Understanding between the Kansas Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties**, and to permit as adopted by resolution passed by the Assignor on DECEMBER 20, 2021, the Assignor hereby releases its legal claims, and transfers and assigns to the Assignee, his successors, assigns, deputies, assistants, and personal representatives, any and all claims, demands, and cause or causes of actions on any kind whatsoever which the undersigned has or may have against any opioid manufacturer, distributor, and/or pharmacy, or entity **within the Pharmaceutical Supply Chain**, arising from the following type of claim:

Any and all claims arising out of “covered conduct” and “opioid litigation” as defined by 2021 Kansas House Bill No. 2079, and any and all claims on file by Assignor in MDL Case No. 1:17-md-2804, if any.

And the undersigned may in the name of the State of Kansas and for the benefit of the State of Kansas as defined by state law, 2021 House Bill No. 2079, and consistent with Kansas Opioids Memorandum of Understanding between the Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties, prosecute, collect, settle, compromise and grant releases on said claim as in his sole discretions deems advisable.

Any failure of the Assignor to comply with any requirement of the Memorandum of Understanding, the Kansas Fights Addiction Act, any other provision of Kansas law, or any reporting, requesting, monitoring, or other provision of any opioid settlement agreement which produces money governed by the Kansas Fights Addiction Act, may result in the suspension, termination, or other cessation of future payments to the Assignor from any fund established in the Kansas Fights Addiction Act.

IN WITNESS THEREOF, the parties have executed this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:

ASSIGNOR

ASSIGNEE

Authorized Signature

Taggart Wall, City Manager

Print Name and Title

Authorized Signature

Derek Schmidt, Kansas Attorney General

Office of the Kansas Attorney General

Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Opioid Settlement Informational Sheet

Kansas is part of the multi-state litigation aimed at holding the producers and distributors of opioids accountable for the negative effects that their drugs have had on the American public. In 2021, the State Legislature passed HB 2079 to govern the distribution of settlement funds. The bill requires 75% of settlement funds to go to the state and 25% of these funds to be split between municipal governments. Pursuant to this legislation, the League, the Kansas Association of Counties, and the Attorney General's office are finalizing a required Memorandum of Understanding (MOU) governing how the local funds will be split and used.

In order to receive settlement funds, your city will need to certify previous or expected costs to the city of at least \$500, agree to spend any settlement funds for lawful purposes, and waive any remaining claims related to the opioid litigation. **It is important to note** that any city not having already filed a lawsuit on their own is barred from doing so by HB 2079. So, if your city is a non-litigating city, meaning that you have not filed opioid litigation on your own independent of the state, then going through these steps will be the only way that your city can receive settlement funds.

Certifying Costs and Agreeing to Spend Funds on Lawful Purposes

Your city will be required to certify, **by resolution**, that the city has had or will have at least \$500 in costs related to opioid abuse or addiction mitigation and that the city is able to utilize any settlement funds on purposes approved in the MOU and the various settlements. The League's sample resolution will, among other things, certify costs and the ability to spend on lawful purposes as required.

- **Question 1: What are approved purposes?**
 - Approved purposes will likely include projects and activities, including law enforcement, that prevent, reduce, treat, or mitigate the effects of substance abuse and addiction. Language in the various settlements and the finalized MOU will offer more clarity on this. Cities will be able to partner with non-profit entities or pool money with other municipalities to use the settlement funds on projects well suited to address the problems brought on by opioid addiction and abuse.

- **Question 2: What can be included as we calculate costs?**
 - Generally any public funds spent on opioid abuse mitigation and treatment can be included when calculating if your city meets that \$500 threshold. Examples we have heard from cities have been the cost of Narcan kits and the personnel costs to emergency agencies (Fire, EMS, and Police) in responding to overdose calls.

Waiving Claims

Your city will also be required to enter various agreements waiving any future claims that the city may have against various producers and distributors arising from conduct covered by the state settlement. All cities wishing to receive settlement funds will be required to enter the MOU. In addition to the MOU, cities wishing to receive funds will need to enter agreements with other entities (as of now Johnson & Johnson and a collection of distributors). Where you can find this release and how it will be submitted will vary by city population:

- **Cities with population of 10,000 or more.**
 - You should have received a notice from the National Opioids Settlement Administrator. This notice will include directions on how to register for the national settlement site and will include a code unique to your city allowing you to register for the site. Once registered, you will be sent the settlement release forms for the distributor's settlement and the J&J settlement that can be signed online by anyone with authorization to do so. If you have not received this notice, send an email to jgoodyear@lkm.org.
- **Cities with population of less than 10,000**
 - You will still need to sign these releases in order to have access to funds, but you will not be able to do so online. Instead, you will be required to submit an Exhibit K form. These forms will be a PDF and there will be one for the Distributors settlement and one for the Janssen (Johnson & Johnson) settlement. The forms can be found on the League's website, on the Kansas Fights Addiction Act page https://www.lkm.org/page/Opioid_Settlement. In order to participate and receive funds, your city will need to fill out, sign, and submit both forms to participation@nationalopioidsettlement.com
- **Question 1: Who can sign the MOU and these settlement releases and agreements on behalf of the city?**
 - Release of these claims will require action by the governing body. Some cities have begun passing resolutions releasing claims and authorizing city personnel or a city official (ex: city manager or administrator, or mayor) to enter the agreements

necessary to effectuate that waiver. The League has developed a sample resolution doing just that. While you will not be required to pass such a resolution, it may be easier for the city to do so; authorizing one official to act on the city's behalf instead of waiting until all agreements are ready and finalized to hold a special meeting of the governing body to take up each agreement.

Sample Resolution

The League, in consult with some city attorneys, has drafted a sample resolution to certify city costs, affirm that the city will only spend the funds on permissible purposes, and authorize a city official to execute any agreements that are necessary for the city to receive settlement funds. We urge you to work with your city attorney as you make modifications to the resolution to make it fit your city.

Submission of the Resolution and Signed MOU

Once your city has passed a resolution certifying costs and has signed the MOU, those signed documents must be submitted to the Attorney General's Office. They are currently working on a portal or the development of an email address where the signed MOU and resolution can be submitted. Once they have developed that portal or site, we will share that information here and on the League's website.

More Questions? Contact jgoodyear@lkm.org



Request for Commission Action

Date: December 20, 2021

Requestor: Josh Wallace, Environmental Inspector

Action Requested: Seeking consideration for the approval of authorization resolutions regarding contractor demolition of the house and boxcar at 1112 E 6th, and the shed/garage at 911 E 14th. Lawrence Crushed Stone won the bid for both properties.

1112 E 6th: The house suffered a fire and is listed as an estimated total loss by the fire marshal, the boxcar in the rear is unfit for human occupancy per the building inspector, is unsecure, in disrepair and unsafe .

911 E 14th: Shed/Garage is not structurally sound, the roof is partially collapsed and the structure is leaning and in danger of collapse .

Analysis: The owners of all properties listed have received a certified letter requesting permission to inspect the property and were contacted by phone or in person. Owner's have received certified letters containing the Fixing Resolution and first class letter containing Setting Resolution notifying them of the contractor demolition.

The owner of 1112 E 6th instructed me to move forward with the demo as he cannot do so himself at this time.

The owner of 911 E 14th informed me he would have the shed/garage down by Jan 1st 2022, and he was informed that if it is not down by that date the notice to proceed for contractor demolition would be issued.

Fiscal Impact: \$9985 for 1112 E 6th, \$2700 for 911 E 14th

A RESOLUTION

AUTHORIZING and directing the City Manager and Clerk of the City of Winfield, Kansas, to enter into an agreement with Lawrence Crushed Stone for the demolition and removal of the structure(s), *House and Boxcar, on a tract of land legally described as: GRANDVIEW ADD WINFIELD, BLOCK 5, E7.5 LT 9 & ALL LT 10, to Winfield, Kansas. Commonly known as 1112 E 6th. Recorded in Book 1041 page 192, in the Office of the Register of Deeds of Cowley County, Kansas.*

WHEREAS, on the 18th day of October, 2021, after proper notification of the owner and publication in the official city newspaper, a public hearing was held before the Governing Body of the City of Winfield, Kansas, Bill No. 21115, Resolution No. 10021 and,

WHEREAS, said structure(s) and improvements were found unfit for human habitation, a blight on the neighborhood; and,

WHEREAS, Lawrence Crushed Stone, gave the most prudent quote for demolition and removal and provided the required insurance documentation listing the City of Winfield, Kansas, as an additional insured.

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

Section 1. The City Manager and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute an agreement with Lawrence Crushed Stone for the demolition and removal of the structure(s) located at *GRANDVIEW ADD WINFIELD, BLOCK 5, E7.5 LT 9 & ALL LT 10, to Winfield, Kansas. Commonly known as 1112 E 6th. Recorded in Book 1041 page 192, in the Office of the Register of Deeds of Cowley County, Kansas*, a copy of which is attached hereto and made a part thereof the same as if fully set forth herein.

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

ADOPTED this 20th day of December 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 / jw

**CONTRACT AND AGREEMENT
FOR
DEMOLITION WORK**

THIS AGREEMENT, entered into this 14th day of December, 2021 by and between

Lawrence Crushed Stone, hereinafter called the "CONTRACTOR" and the City of Winfield, Kansas, hereinafter called the "CITY" for the demolition, removal and disposal of the structure(s), House and Boxcar, located at 1112 E 6th in Winfield, Cowley County, Kansas

WITNESSETH, that the **CONTRACTOR** and the **CITY**, in consideration of the mutual promises and agreements contained herein do hereby agree as follows:

SECTION 1. Work to be Performed:

A. **Statement of Work.** The **CONTRACTOR** shall furnish all supervision, labor, materials, technical personnel, machinery, tools, equipment, fixtures and services, including transportation, and perform and complete all work specified for demolition in the **WORK DESCRIPTION, BID PROPOSAL** and other Contract Documents attached to and made a part hereof, relative to the property listed on the **WORK DESCRIPTION** located in the City of Winfield, Kansas, all in strict accordance with the Contract Documents for demolition prepared in connection herewith.

B. **Coordination of Work.** The **CONTRACTOR** shall be responsible for the proper execution of all work and for the coordination of the operation of all trades, sub-contractors, and suppliers engaged under this Agreement.

C. **Inspection of Work.** Authorized representatives of the **CITY** shall have the right to examine and inspect all work included in this agreement and shall inform the **CONTRACTOR** of any non-compliance with these provisions. Contractors shall notify the Engineering Department at least 24 hours prior to beginning any backfill operations.

SECTION 2. Amount and Terms of Compensation.

The **CITY** will pay the **CONTRACTOR** for performance in full of this Agreement, the total sum of **\$9985, nine thousand nine hundred and eighty five dollars**, payable in one payment upon satisfactory completion of all work and upon final inspection by the **CITY**. The **CITY** shall be the sole judge of the satisfactory completion of all work.

SECTION 3. Time of Performance.

Upon execution of the Agreement, the **CONTRACTOR** is required to commence performance immediately following written Notice to Proceed and to diligently and continuously work on the project until all required work is fully and satisfactorily completed. All such work shall be

completed within **fourteen (14) days** after the "Notice to Proceed" is issued, with time being of the essence. If the **CONTRACTOR** fails to commence or complete all required work within said time period, the **CITY**, in addition to any other rights in law or equity, may elect to terminate this Agreement by notifying the **CONTRACTOR** in writing of its intention to do so. In the event that it is necessary for the **CITY** to complete the work with some other **CONTRACTOR** or with its own employees, the **CONTRACTOR** agrees to pay the **CITY** any additional expense as liquidated damages and not as a penalty.

The **CONTRACTOR**, however, shall not be liable for any delays in completion of the work required to be performed under this Agreement if such delay is caused by the actions of federal or state governments; any unreasonable act of the **CITY**; causes not reasonably foreseeable by the parties to this Agreement at the time of its execution which are beyond the control and without fault or negligence of the **CONTRACTOR**. Upon evidence of such excusable delay, the **CONTRACTOR** shall notify the **CITY** in writing, of the excusable delay. If the facts show the delay to be excusable under the terms of this Agreement and within the sole discretion and judgment of the **CITY**, the **CITY** shall extend the time for completion commensurate with the period of excusable delay. In the event the **CITY**, in its sole judgment, finds that the delay is not excusable, the **CONTRACTOR** shall pay to the **CITY** sum of \$200.00 per day as liquidated damages and not as a penalty for each day of unexcusable delay beyond the contract completion date.

SECTION 4. Contractor's Insurance and Bonds

The **CONTRACTOR** agrees to obtain, pay for and maintain the following minimum insurance during the performance of this agreement, with certificates of insurance to be filed with **CITY** prior to work commencing. Insurance shall stipulate coverage for demolition work. Any subcontractors utilized are required to maintain the minimum amounts outlined herein or be covered under the **CONTRACTOR'S** policies.

A. Workers' Compensation Insurance for all employees and employees of subcontractors engaged in work on the premises, in accordance with Kansas Workers' Compensation Laws. Workers' Compensation insurance is to be maintained by the **CONTRACTOR** to protect against all claims applicable under state laws. The policy limits shall not be less than "statutory" for Coverage A, with Employers Liability limits of \$100,000 Bodily Injury by Accident, each accident; \$500,000 Bodily Injury by Disease, policy limit; and \$100,000 Bodily Injury by Disease, each employee.

B. Commercial General Liability Insurance shall have limits of not less than \$500,000 each occurrence, bodily injury and property damage; \$500,000 personal injury; \$500,000 general aggregate and \$500,000 products/completed operations aggregate. **CITY** shall be named as an additional insured on the policy.

C. Property Damage Insurance in an amount not less than \$100,000.00 to protect the **CONTRACTOR**, his subcontractors, the general public and the **CITY** as their interests may appear from claims and judgments for property damage which might arise from operations under

this Agreement.

D. Automobile Liability Insurance The **CONTRACTOR** is to maintain Automobile Liability limits of not less than \$500,000 each accident, combined single limits (bodily injury and property damage) for claims arising out of the ownership or use of any owned, hired or non-owned vehicle.

E. CONTRACTOR is to provide **CITY** with a \$5000 performance bond, where if the **CONTRACTOR** does not fulfill the promises of this contract at the bond Principal, the surety will be obligated to satisfy the **CITY**.

F. Any and all additional insurance and bonds as required by the laws of the State of Kansas. The **CONTRACTOR** agrees to indemnify and hold the **CITY** harmless from any and all claims, damages, suits, actions and judgments which are suffered by the **CITY** as a result of any act or inaction of the **CONTRACTOR** as set forth in this agreement.

SECTION 5. Equal Employment Opportunity Requirements

The City of Winfield assures that no **CONTRACTOR** shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Every effort will be made to ensure nondiscrimination in all City programs and activities, whether those programs and activities are federally funded or not.

SECTION 6. Subcontracting and Salvage of Materials

The **CONTRACTOR** shall not use any sub-contractor without the prior written approval of the City of Winfield. The name and address of any sub-contractor intended to be used by the **CONTRACTOR** shall be included in the bid documents. Lien releases from all sub-contractors must be submitted to the Inspection Department by the **CONTRACTOR** before final payment is made to said **CONTRACTOR**.

Unless otherwise specified in the bid documents, salvage of any material will be prohibited.

SECTION 7. Scope of Contract

The executed Contract Documents shall consist of the following:

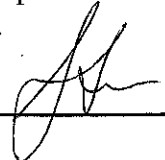
- A. This CONTRACT
- B. The QUOTE PROPOSAL
- C. The TECHNICAL SPECIFICATIONS FOR DEMOLITION AND SITE CLEARANCE.

This Contract, together with the documents enumerated above in Section 7, which are incorporated **herein and which are hereby made a part of this Agreement as full as if set forth and repeated herein**, constitute the entire Agreement between the parties hereto. Any prior oral or written

Agreement not embodied herein shall not be binding or inure to the benefit of any of the parties. No work shall be done nor money expended in accordance with any other Agreement unless the same be reduced to writing, subscribed by the parties hereto and approved by the City of Winfield.

This Contract shall be binding on the parties hereto, their successors, executors, administrators, heirs and personal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Contractor Signature:  LAWRENCE ILLUSTRIATED STONE

By (Printed Name) : STEVE LAWRENCE

Title: Partner

Address: 15957 68th Lane Winfield, KS 67150

Telephone: 620-222-4022


Witness: JOSTIN WALLACE, ENVIRONMENTAL INSPECTOR

Attachments:

1. Department of Administration DA-146 - Contractual Provisions Attachment

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the
19th day of DECEMBER, 2021.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

A RESOLUTION

AUTHORIZING and directing the City Manager and Clerk of the City of Winfield, Kansas, to enter into an agreement with Lawrence Crushed Stone for the demolition and removal of the structure(s), *Shed/Garage, on a tract of land legally described as: PARSONAGE ADD, Lot 7 - 8, to Winfield, Kansas. Commonly known as 911 E 14th. Recorded in Book 414 page 196, in the Office of the Register of Deeds of Cowley County, Kansas.*

WHEREAS, on the 18th day of October, 2021, after proper notification of the owner and publication in the official city newspaper, a public hearing was held before the Governing Body of the City of Winfield, Kansas, Bill No. 21114, Resolution No. 9921 and,

WHEREAS, said structure(s) and improvements were found unfit for human habitation, a blight on the neighborhood; and,

WHEREAS, **Lawrence Crushed Stone**, gave the most prudent quote for demolition and removal and provided the required insurance documentation listing the City of Winfield, Kansas, as an additional insured.

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

Section 1. The City Manager and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute an agreement with Lawrence Crushed Stone for the demolition and removal of the structure(s) located at *PARSONAGE ADD , Lot 7 - 8, to Winfield, Kansas. Commonly known as 911 E 14th. Recorded in Book 414 page 196, in the Office of the Register of Deeds of Cowley County, Kansas*, a copy of which is attached hereto and made a part thereof the same as if fully set forth herein.

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

ADOPTED this 20th day of December 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 / jw

**CONTRACT AND AGREEMENT
FOR
DEMOLITION WORK**

THIS AGREEMENT, entered into this 14th day of December, 2021 by and between

Lawrence Crushed Stone, hereinafter called the "**CONTRACTOR**" and the City of Winfield, Kansas, hereinafter called the "**CITY**" for the demolition, removal and disposal of the structure(s), Shed/Garage, located at **911 E 14th** in Winfield, Cowley County, Kansas

WITNESSETH, that the **CONTRACTOR** and the **CITY**, in consideration of the mutual promises and agreements contained herein do hereby agree as follows:

SECTION 1. Work to be Performed:

A. **Statement of Work.** The **CONTRACTOR** shall furnish all supervision, labor, materials, technical personnel, machinery, tools, equipment, fixtures and services, including transportation, and perform and complete all work specified for demolition in the **WORK DESCRIPTION, BID PROPOSAL** and other Contract Documents attached to and made a part hereof, relative to the property listed on the **WORK DESCRIPTION** located in the City of Winfield, Kansas, all in strict accordance with the Contract Documents for demolition prepared in connection herewith.

B. **Coordination of Work.** The **CONTRACTOR** shall be responsible for the proper execution of all work and for the coordination of the operation of all trades, sub-contractors, and suppliers engaged under this Agreement.

C. **Inspection of Work.** Authorized representatives of the **CITY** shall have the right to examine and inspect all work included in this agreement and shall inform the **CONTRACTOR** of any non-compliance with these provisions. Contractors shall notify the Engineering Department at least 24 hours prior to beginning any backfill operations.

SECTION 2. Amount and Terms of Compensation.

The **CITY** will pay the **CONTRACTOR** for performance in full of this Agreement, the total sum of **\$2700**, two thousand seven hundred dollars, payable in one payment upon satisfactory completion of all work and upon final inspection by the **CITY**. The **CITY** shall be the sole judge of the satisfactory completion of all work.

SECTION 3. Time of Performance.

Upon execution of the Agreement, the **CONTRACTOR** is required to commence performance immediately following written Notice to Proceed and to diligently and continuously work on the project until all required work is fully and satisfactorily completed. All such work shall be

completed within **fourteen (14) days** after the "Notice to Proceed" is issued, with time being of the essence. If the **CONTRACTOR** fails to commence or complete all required work within said time period, the **CITY**, in addition to any other rights in law or equity, may elect to terminate this Agreement by notifying the **CONTRACTOR** in writing of its intention to do so. In the event that it is necessary for the **CITY** to complete the work with some other **CONTRACTOR** or with its own employees, the **CONTRACTOR** agrees to pay the **CITY** any additional expense as liquidated damages and not as a penalty.

The **CONTRACTOR**, however, shall not be liable for any delays in completion of the work required to be performed under this Agreement if such delay is caused by the actions of federal or state governments; any unreasonable act of the **CITY**; causes not reasonably foreseeable by the parties to this Agreement at the time of its execution which are beyond the control and without fault or negligence of the **CONTRACTOR**. Upon evidence of such excusable delay, the **CONTRACTOR** shall notify the **CITY** in writing, of the excusable delay. If the facts show the delay to be excusable under the terms of this Agreement and within the sole discretion and judgment of the **CITY**, the **CITY** shall extend the time for completion commensurate with the period of excusable delay. In the event the **CITY**, in its sole judgment, finds that the delay is not excusable, the **CONTRACTOR** shall pay to the **CITY** sum of \$200.00 per day as liquidated damages and not as a penalty for each day of unexcusable delay beyond the contract completion date.

SECTION 4. Contractor's Insurance and Bonds

The **CONTRACTOR** agrees to obtain, pay for and maintain the following minimum insurance during the performance of this agreement, with certificates of insurance to be filed with **CITY** prior to work commencing. Insurance shall stipulate coverage for demolition work. Any subcontractors utilized are required to maintain the minimum amounts outlined herein or be covered under the **CONTRACTOR'S** policies.

A. Workers' Compensation Insurance for all employees and employees of subcontractors engaged in work on the premises, in accordance with Kansas Workers' Compensation Laws. Workers' Compensation insurance is to be maintained by the **CONTRACTOR** to protect against all claims applicable under state laws. The policy limits shall not be less than "statutory" for Coverage A, with Employers Liability limits of \$100,000 Bodily Injury by Accident, each accident; \$500,000 Bodily Injury by Disease, policy limit; and \$100,000 Bodily Injury by Disease, each employee.

B. Commercial General Liability Insurance shall have limits of not less than \$500,000 each occurrence, bodily injury and property damage; \$500,000 personal injury; \$500,000 general aggregate and \$500,000 products/completed operations aggregate. **CITY** shall be named as an additional insured on the policy.

C. Property Damage Insurance in an amount not less than \$100,000.00 to protect the **CONTRACTOR**, his subcontractors, the general public and the **CITY** as their interests may appear from claims and judgments for property damage which might arise from operations under

this Agreement.

D. Automobile Liability Insurance The **CONTRACTOR** is to maintain Automobile Liability limits of not less than \$500,000 each accident, combined single limits (bodily injury and property damage) for claims arising out of the ownership or use of any owned, hired or non-owned vehicle.

E. CONTRACTOR is to provide **CITY** with a \$5000 performance bond, where if the **CONTRACTOR** does not fulfill the promises of this contract at the bond Principal, the surety will be obligated to satisfy the **CITY**.

F. Any and all additional insurance and bonds as required by the laws of the State of Kansas. The **CONTRACTOR** agrees to indemnify and hold the **CITY** harmless from any and all claims, damages, suits, actions and judgments which are suffered by the **CITY** as a result of any act or inaction of the **CONTRACTOR** as set forth in this agreement.

SECTION 5. Equal Employment Opportunity Requirements

The City of Winfield assures that no **CONTRACTOR** shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Every effort will be made to ensure nondiscrimination in all City programs and activities, whether those programs and activities are federally funded or not.

SECTION 6. Subcontracting and Salvage of Materials

The **CONTRACTOR** shall not use any sub-contractor without the prior written approval of the City of Winfield. The name and address of any sub-contractor intended to be used by the **CONTRACTOR** shall be included in the bid documents. Lien releases from all sub-contractors must be submitted to the Inspection Department by the **CONTRACTOR** before final payment is made to said **CONTRACTOR**.

Unless otherwise specified in the bid documents, salvage of any material will be prohibited.

SECTION 7. Scope of Contract

The executed Contract Documents shall consist of the following:

- A. This CONTRACT
- B. The QUOTE PROPOSAL
- C. The TECHNICAL SPECIFICATIONS FOR DEMOLITION AND SITE CLEARANCE.

This Contract, together with the documents enumerated above in Section 7, which are incorporated **herein and which are hereby made a part of this Agreement as full as if set forth and repeated herein**, constitute the entire Agreement between the parties hereto. Any prior oral or written

Agreement not embodied herein shall not be binding or inure to the benefit of any of the parties. No work shall be done nor money expended in accordance with any other Agreement unless the same be reduced to writing, subscribed by the parties hereto and approved by the City of Winfield.

This Contract shall be binding on the parties hereto, their successors, executors, administrators, heirs and personal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

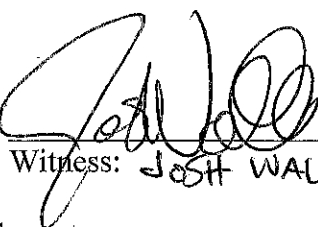
Contractor Signature:  LAWRENCE CRUSTED STONE

By (Printed Name): STEVE LAWRENCE

Title: Partner

Address: 15751 65th Ln. Winfield KS 67156

Telephone: 620-222-4022



Witness: JOSEPH WALLACE, ENVIRONMENTAL INSPECTOR

Attachments:

1. Department of Administration DA-146 Contractual Provisions Attachment

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the
1477 day of DECEMBER, 2021.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

CMB license applications for 2022

CompanyName	Establishment	PremisesAddress
Babi & Company	Petro Stop - Babi & Co.	2124 E 9th Ave
Casey's General Store	Casey's General Store	219 W 9th Ave
Kroger Tax Business Licensing	Dillons	2310 Main St
Chisholm Enterprises, Inc	Pizza Hut	1902 Main St
RAM 51 LLC	Food Mart	1500 Main St
City of Winfield	City of Winfield-The 19th Hole	3805 Quail Ridge Dr
Wal-Mart Stores, Inc., Dept 8916	Walmart Store #369	2202 Pike Rd
New China Wok Buffet	New China Wok Buffet	1620 Main St
Boss Hogs Bar B Q	Boss Hogs Bar B Q	314 W. 8th Ave
C-Store Operations, LLC	Jumpstart Shamrock	1318 Main St
One Stop LLC	U Pump It #224	221 E 9th Ave

Board Members

Prfx	First Name	Last Name	Notes	BoardName	Exp
Access Advisory Board			Appointment:		Term:
	VACANT			Access Advisory Board	
	Linda	Chase		Access Advisory Board	
	Jamie	Chism	Staff	Access Advisory Board	
	Ray	Clayton		Access Advisory Board	
	Eryn	Ebach Freund	Staff	Access Advisory Board	
	Layne	Kenzy		Access Advisory Board	
	Lara	McGrew		Access Advisory Board	
	Linda	Misasi		Access Advisory Board	
	Cheryl	Underwood		Access Advisory Board	
	Clyde	Vasey		Access Advisory Board	
	James	Watson		Access Advisory Board	

Proposed
Appointments

Board of Zoning Appeals			Appointment:	Mayor	Term: 3
	Eryn	Ebach Freund	Staff	Board of Zoning Appeals	
	Patrick	Steward	Staff	Board of Zoning Appeals	
	Derek	Koller		Board of Zoning Appeals	2021
	Willie	Tuttle		Board of Zoning Appeals	2021
	VACANT			Board of Zoning Appeals	2022
	David	Brazil		Board of Zoning Appeals	2023
	Michael	Ledy		Board of Zoning Appeals	2023

renew
renew

Rick Cowlshaw

Building Trades Board			Appointment:	City Commission	Term: 2
	Rod	Haney	Staff	Building Trades Board	
	VACANT		Plumber	Building Trades Board	2021
	Cheri	Hulse	Architect	Building Trades Board	2021
	Mitchell	Potucek	Electrician	Building Trades Board	2021
	Brett	Thomson	Contractor	Building Trades Board	2021
	Mark	Eastman	Contractor	Building Trades Board	2022
	Paul	Fisher	Plumber	Building Trades Board	2022
	Karen	Harden	Realtor/LL	Building Trades Board	2022
	Ron	Lindly	Realtor/LL	Building Trades Board	2022
	Brian	Mayfield	Electrician	Building Trades Board	2022

renew
renew
renew

Mark Satterlee

City Planning Commission			Appointment:	Mayor	Term: 3
	Patrick	Steward	Staff	City Planning Commission	
	VACANT			City Planning Commission	2021
	VACANT			City Planning Commission	2021
	Taylor	Dory		City Planning Commission	2021
	Tom	McNeish		City Planning Commission	2021
	VACANT			City Planning Commission	2022
	Rick	Cowlshaw		City Planning Commission	2022
	Tom	Petty		City Planning Commission	2022
	Willie	Tuttle	Chairman	City Planning Commission	2022
	David	Brazil		City Planning Commission	2023
	Robert	Gottlob	Rural	City Planning Commission	2023
	Anne	Jarrett	Rural	City Planning Commission	2023

renew
renew

Marcia McIntire
Mike Mildfelt
Michael Kelley

Prfx	First Name	Last Name	Notes	BoardName	Exp	
City-County Board of Health			Appointment:	City Commission	Term: 3	
	Dared	Price		City-County Board of Health	2022	
Convention & Tourism Comit			Appointment:	City Commission	Term: 3	
	Robert	McNown		Convention & Tourism Comm	2020	renew
	Peter	Bhakta		Convention & Tourism Comm	2021	renew
	Tara	Duncan		Convention & Tourism Comm	2021	renew
	Kaydee	Riggs-Johnson		Convention & Tourism Comm	2021	renew
	John	Baker		Convention & Tourism Comm	2022	
	Lena	Helms		Convention & Tourism Comm	2022	
	Bart	Redford		Convention & Tourism Comm	2022	
	VACANT			Convention & Tourism Comm	2023	
	Emilly	Hamilton		Convention & Tourism Comm	2023	
Cowley Co Commun Corrections			Appointment:		Term: 2	
	Trudy	Yingling		Cowley Co Community Corrections	2022	
Cowley County Council on Aging			Appointment:		Term: 3	
	Mary	Nichols		Cowley Co Council on Aging	2019	
	Scott	Schoon		Cowley Co Council on Aging	2020	renew
Cowley County Humane Society			Appointment:		Term: 0	
	Taggart	Wall	City Rep	Cowley County Humane Society		
Human Relations Commission			Appointment:	Mayor	Term:	
	Stuart	Cassaboom		Human Relations Commission		
	Michele	Chism		Human Relations Commission		
	Jamie	Chism	Staff	Human Relations Commission		
	Jane Ann	Hofmeister		Human Relations Commission		
	Joy	Lenz		Human Relations Commission		
	Steve	McCann		Human Relations Commission		
	Beth	McCann		Human Relations Commission		
	Bob	McGregor		Human Relations Commission		
	Jennifer	Passiglia		Human Relations Commission		
	Kaitlyn	Pressnall		Human Relations Commission		
Juvenile Corrections Adv Board			Appointment:	City Commission	Term: 3	
	Letitia	Quarles		Juvenile Corrections Advisory Brd	2021	renew
Kansas Power Pool (KPP)			Appointment:		Term: 0	
	Gus	Collins	Dir #1 - voting	Kansas Power Pool (KPP)		
	Taggart	Wall	Alternate	Kansas Power Pool (KPP)		
KMEA Board of Directors			Appointment:	2 YR & 1 YR	Term: 2	
	Greg	Thompson	Alternate	KMEA Board of Directors		
	Taggart	Wall	Director #2-1 yr	KMEA Board of Directors	2022	
	Gus	Collins	Director #1-2 yr	KMEA Board of Directors	2023	
KMGA Board of Directors			Appointment:		Term: 1	
	Gus	Collins	Director	KMGA Board of Directors	2022	
	Taggart	Wall	Alternate	KMGA Board of Directors	2022	

Wesley Joy

Prfx	First Name	Last Name	Notes	BoardName	Exp	
Library Board			Appointment:	City Commission	Term: 4	
	Ron	Hutto	Ex-Offic-Mayor	Library Board		renew
	Julie	Wilke		Library Board	2021	
	Gary	Brewer		Library Board	2022	
	Gloria	Ulbrich		Library Board	2022	
	Erica	Lann-Teubner		Library Board	2023	
Dr.	Thomas	White		Library Board	2023	
	Clayton	Crawford		Library Board	2024	
	Kris	Trimmer		Library Board	2024	
Park Board			Appointment:	City Commission	Term: 2	
	Patrick	Steward	Staff	Park Board		renew renew renew
	Greg	Thompson	Commission	Park Board		
	VACANT			Park Board	2021	
	Marilyn	Albright		Park Board	2021	
	John	Boyle		Park Board	2021	
	Joyce	McArtor		Park Board	2021	
	Ken	Crandall		Park Board	2022	
	Molly	Jones		Park Board	2022	
	Mark	Olney		Park Board	2022	
	Heidi	Potucek		Park Board	2022	
Senior Citizens Advisory Committee			Appointment:	City Commission	Term: 1	
	VACANT			Senior Citizens Advisory Comm	2021	renew renew renew renew renew renew
	VACANT			Senior Citizens Advisory Comm	2021	
	VACANT			Senior Citizens Advisory Comm	2021	
	VACANT			Senior Citizens Advisory Comm	2021	
	VACANT			Senior Citizens Advisory Comm	2021	
	Jim	Buterbaugh		Senior Citizens Advisory Comm	2021	
	Linda	Chase		Senior Citizens Advisory Comm	2021	
	Candi	Fox		Senior Citizens Advisory Comm	2021	
	Robert	Ward		Senior Citizens Advisory Comm	2021	
	Kathy	Wohlgemuth		Senior Citizens Advisory Comm	2022	
	Keith	Wohlgemuth		Senior Citizens Advisory Comm	2022	
Winfield Housing Authority			Appointment:	City Commission	Term: 4	
	VACANT			Winfield Housing Authority	2021	renew
	Linda	Chase		Winfield Housing Authority	2022	
	Roxann	Taylor		Winfield Housing Authority	2022	
	Charissa	Wall		Winfield Housing Authority	2022	
	Rusty	Zimmerman		Winfield Housing Authority	2024	
Wm Newton Memorial Hospital			Appointment:	City Commission	Term: 5	
	Steve	McSpadden		Wm Newton Memorial Hosp Board	2022	renew
	Joan	Cales		Wm Newton Memorial Hosp Board	2023	
	Diane	Lawrence		Wm Newton Memorial Hosp Board	2024	
	Tom	Herlocker		Wm Newton Memorial Hosp Board	2025	
	Gail	Sawyer		Wm Newton Memorial Hosp Board	2026	

Jaci Littrell

Troy Moree