

**CITY COMMISSION MEETING  
Winfield, Kansas**

DATE: Monday, January 03, 2022  
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 20, 2021

**OATHS OF OFFICE**

- Oaths of office for Elected Candidates
- Nomination and election of Mayor
- Nomination and election of Presiding Officer

**BUSINESS FROM THE FLOOR**

- Citizens to be heard

**NEW BUSINESS**

Ordinances & Resolutions

**Bill No. 2201 - A Resolution** – Authorizing and directing the City Manager of the City of Winfield, Kansas, to execute a facility lease agreement between the City of Winfield, Kansas, and Broken Spoke Clydesdales, regarding the operation of a horse barn facility located at the Winfield Fairgrounds.

**OTHER BUSINESS**

**ADJOURNMENT**

- Next regular work session Thursday January 13, 2022 at 4:00 p.m.
- Next regular meeting Tuesday, January 18, 2022.

**BILL NO. 2201**

**RESOLUTION NO. 0122**

**A RESOLUTION**

**AUTHORIZING** and directing the City Manager of the City of Winfield, Kansas, to execute a facility lease agreement between the City of Winfield, Kansas, and Broken Spoke Clydesdales, regarding the operation of a horse barn facility located at the Winfield Fairgrounds.

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

**Section 1.** The City Manager of the City of Winfield, Kansas, is hereby authorized and directed to execute a facility lease agreement between the City of Winfield and Broken Spoke Clydesdales, regarding the horse barn facility located at the Winfield Fairgrounds; a copy of which is attached hereto and made a part hereof.

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

**ADOPTED** this 3rd day of January 2022.

(SEAL)

\_\_\_\_\_  
Ronald E. Hutto, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Peters, City Clerk

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

Approved for Commission action: \_\_\_\_\_  
Taggart Wall, City Manager

## FACILITY LEASE AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of January 2022, by and between the City of Winfield, Kansas, hereinafter referred to as "CITY", and Broke Spoke Clydesdales, hereinafter referred to as "BSC".

WHEREAS, CITY is owner of a horse barn facility located at the Winfield Fairgrounds; and,

WHEREAS, the parties desire to execute a lease agreement for said horse barn facility.

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

1. CITY hereby lets and leases to BSC the exclusive right and privilege to maintain, equip, and operate the horse barn facility and an exercise area located on Winfield Fairgrounds property in Cowley County, Kansas for its use on the terms and conditions set forth herein. The attached exhibit map identifies that area (approximately 200' x 200') which is covered by this agreement.
2. BSC shall provide and market, at their discretion, services encompassing the boarding of horses within the identified area.
3. BSC shall coordinate with other Fairgrounds Special Event Agreement holders and other Fairground activity sponsors to assure the compatibility of current and future Fairgrounds users. If users cannot mutually agree on the compatibility of uses at the Fairgrounds, CITY will arbitrate, and CITY decision shall be final.
4. Unless sooner terminated pursuant to the provisions hereinafter set forth, the term of this agreement shall commence on January 3, 2022 and end on December 31, 2023. This agreement may be canceled by mutual agreement or by either party upon 120 days written notice to the other party.
5. BSC shall have the option to renew this lease for additional annual periods if the parties can agree to terms. BSC shall notify CITY on or before October 1, 2023, and October 1 of each year thereafter of its desire to exercise said option. After said notification, CITY and BSC will review all the terms and conditions of this lease, including, but not limited to the amount of rent. Both parties may amend the terms and conditions of the lease at any time by the execution of a written addendum.
6. CITY will require no deposit fees from BSC for the lease of said facility. Rental fees will be \$350.00 per month, due the first day of each month. CITY will pay for all utilities necessary for the operation of facility.
7. CITY shall provide for the exterior maintenance of the building, including repair and maintenance of the roof, exterior walls, doors and windows, and general exterior maintenance. BSC shall not make any alterations to the structural portion of the facility or make any major alterations to the interior of the building without the written consent of CITY. BSC agrees that they are responsible for care, cleaning and routine maintenance of the leased space.
8. BSC shall be responsible for the repair, maintenance, or replacement of all equipment and goods purchased and used by them on the premises. BSC shall furnish other items that might be necessary for the operation of the horse barn. Said items that are permanently installed

within the building or on the grounds will remain with CITY at the termination of this agreement. Said items which are temporary in nature will remain with BSC.

9. BSC agrees to maintain the horse barn, equipment, appurtenances, parking lots, and the surrounding areas in sanitary condition, satisfactory always to CITY. Trailers, equipment, or other apparatus not a part of the operation of said horse barn facility or BSC rental agreement will not be stored, parked, or left in area described in this agreement. CITY will mow the larger open areas adjacent to the horse barn building. BSC shall mow, trim and maintain the area described in this agreement.
10. CITY shall have the rights of ingress and egress over, on and through the premises, buildings, improvements and appurtenances that are the subject of this agreement for the purpose of ensuring that the terms of this agreement are being met. Upon discovery of any condition that presents an imminent and dangerous threat to the health and safety of the public, CITY will contact BSC and may require that all or any part of the horse barn premises be closed to the public until such condition is corrected and the danger to the public eliminated. The determination of CITY regarding the existence of any danger to the public, and the need for emergency closure of the horse barn premises shall be final and conclusive. BSC shall have no claim for damages, loss of profits, expenses or any other claim whatsoever against CITY, its officers, agents, or employees on account of any action taken pursuant to this paragraph.
11. The City of Winfield assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Every effort will be made to ensure nondiscrimination in all City programs and activities, whether those programs and activities are federally funded or not.
12. BSC shall not lease or sublet any portion of the horse barn facilities nor assign this lease agreement without written consent of CITY. It is the purpose of this agreement to grant said concession solely to the BSC and neither directly nor indirectly to any other person.
13. BSC shall procure at its own cost and expense all signage (per K.S.A. 60-4004), licenses and permits necessary for carrying out the operation of the horse barn facility.
14. BSC agrees to hold CITY harmless and indemnify them should CITY become involved in litigation because of such claim, as owner of the premises, caused by an act, failure to act, or other negligence of BSC, its officers, employees, agents, subcontractor, lessees, or licensees, arising out of the use of the designated facility.
15. CITY waives any and all rights of recovery against BSC, or against the officers, employees, agents and representatives of BSC, for property damage caused by the acts of BSC or of others under its control for such loss or damage to the building. In addition, BSC waives any and all rights of recovery against CITY, or against the officers, employees, agents and representatives of CITY, for property damage caused by the acts of CITY or of others under its control for such loss or damage. Both parties also agree to formally notify their respective insurers of this agreement. It is BSC's responsibility to insure their own property and improvements to CITY's building.
16. CITY shall provide fire and extended coverage benefits for the building and any contents owned by CITY and commercial general liability for CITY. Chapter 60, Article 40 of the Kansas Statutes details requirements regarding assumption of risk of domestic animal activity. BSC agrees to obtain and maintain, during the term of this agreement and any

extension thereof, commercial general liability insurance with limits not less than \$500,000.00 each occurrence bodily injury or property damage, extended to and including (if applicable) spectators, carnivals, mechanical devices, and animals, \$500,000 personal and/or advertising injury limit, \$500,000 products completed operations aggregate and \$500,000 general aggregate, \$50,000 Fire Damage Legal Liability, and statutory worker's compensation insurance. CITY shall be named as an additional insured on BSC general liability policy. BSC shall keep on file with CITY a certificate of insurance that shows compliance with its obligations as set forth herein. BSC agrees to obtain insurance coverage for contents associated with its operation in the facility. All policies of insurance shall provide for at least thirty (30) days prior written notice of cancellation or any changes of insurers to CITY.

17. BSC and its agents and employees shall, always, operate the horse barn in a courteous, respectful, and businesslike manner.
18. BSC shall be responsible for the collection and disposal of trash, animal waste and stall bedding at the horse barn facility. BSC agrees to provide a container/trailer necessary for the removal of animal waste and stall bedding materials. BSC shall remove said materials from described area and coordinate and schedule said removal with CITY.
19. If BSC violates any of the covenants and provisions of this lease, CITY shall at its option, declare the lease at an end and BSC shall forthwith deliver possession of the premises to CITY.
20. BSC agrees to observe and comply with all laws, regulations, rules, orders, and ordinances pertaining to its possession, use and occupancy of the leased premises as now existing or hereinafter promulgated by Federal, State, or local authorities asserting requisite jurisdiction and to pay all costs, expenses, fines, penalties, and claims arising out of its non-compliance therewith.

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

THE CITY OF WINFIELD, KANSAS

BROKEN SPOKE CLYDESDALES

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Taggart Wall, City Manager

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Mark DeCoudres, Owner  
620-229-4066  
502 Menor St  
Winfield KS 67156